

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

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

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

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

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

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

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

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

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

- 1. Exhibit "B" HIDALGO COUNTY – SHERIFF'S OFFICE- "PHYSICIAN SERVICES FOR INMATES" shall be substituted and replaced with the new attached Exhibit "B":**

- 2. The following provision regarding Coverage shall be added as Number 19 to the Contract:**

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

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

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

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

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

Hidalgo County

Physician:

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

By: _____ Date: _____
Ivan G. Melendez, MD

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

ATTEST:

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



Approved As To Form:
Office of the Criminal District Attorney

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

Exhibit "B"

HIDALGO COUNTY – SHERIFF'S OFFICE-

"PHYSICIAN SERVICES FOR INMATES"

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

SCOPE OF SERVICES: The Physician Services contract will encompass all project-related medical services to the County of Hidalgo, but not limited to, the following:

- a. Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
- b. Conducting physical examinations of the Clients as required by the Department;
- c. Conducting other evaluations and tests on each Client as required by the Department;
- d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limited to, the Radiology tests (i.e. X-rays for all inmates) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
- e. Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility (Jail) who require medical services. It will be the duty of the R.N. Supervisor and/or Infirmery Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;
- f. Physician(s) shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, Inmates, patients, and/or residents served by the Contractor.
- g. Provides consultation, hands-on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail facilities;
- h. Physician(s) shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the jail;
- i. Physician(s) shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either Department or the Texas Commission on Jail Standards;
- j. Physician(s) shall permit Department and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
- k. Physician(s) shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Department;
- l. Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
- m. The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmery Department;
- n. Physician shall be responsible for making arrangements acceptable to, and at no additional expense to the county, for adequate coverage during any absence to Physician. The County, through the Sheriff of the County, shall not unreasonably withhold acceptance of any such arrangements.

- o. Physician shall remain responsible for the services herein requested at all times during the term of services agreed to in this Agreement. Physician may have a qualified substitute physician render services herein requested. The substitute physician must meet the qualifications-requirements as set forth in this Agreement.
- p. Physician must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of services should Physician not be available for a period exceeding forty-eight (48) hours.
- q. Fee \$3,900/month.



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

September 14, 2018

E-18-233B-10-23

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

Via email: flemingmelendez5150@gmail.com

Re: **HB Form 1295 Required/Renewal/Extension Notice**
C-16-379A-11-15 – "Professional Physician Services for Inmates"

Dear Dr. Melendez:

Be advised, that in order to proceed with the County's option to extend/renew for an additional **One (1) Year term, under the same rates, terms and conditions** with **Ivan G. Melendez, M.D.** for the above-referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract/renewal being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above-referenced extension/renewal; you must complete and file Form 1295 with the Texas Ethics Commission. Form 1295 can be found at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In **box 3** of **Form 1295**, provide **reference No. E-18-233B-HGO**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for the above-referenced project by Commissioners Court, the signed **"HB Form 1295"** and **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to heidl.ortiz@co.hidalgo.tx.us **by no later than Friday, September 28, 2018**. Hidalgo County cannot enter into a contract/renewal until Form 1295 is submitted, therefore, failure to timely submit Form 1295 may result in a delay of the award.

In, addition, please include your **"Updated Certificate of Insurance"** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email to heidl.ortiz@co.hidalgo.tx.us by no later than date reflected above.

By:

Date:

9/24/18

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/hgo

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2018-407621

Date Filed:
 09/24/2018

Date Acknowledged:
 10/01/2018

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

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 E-18-233B-HGO
 Physician Services

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

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
Mission , TX United States

Certificate Number:
2018-407621

Date Filed:
09/24/2018

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.

E-18-233B-HGO
Physician Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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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) 9/25/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|--|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | TCN098049 | 10/10/2017 | 10/10/2018 | EACH OCCURRENCE \$ 500,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 | | | | | | |
| | MED EXP (Any one person) \$ 5,000 | | | | | | |
| | PERSONAL & ADV INJURY \$ EXCLUDED | | | | | | |
| | GENERAL AGGREGATE \$ 1,000,000 | | | | | | |
| | PRODUCTS - COM/POP AGG \$ EXCLUDED | | | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | X | | 06754310-7 | 06/11/2018 | 12/11/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 |
| | BODILY INJURY (Per person) \$ | | | | | | |
| | BODILY INJURY (Per accident) \$ | | | | | | |
| | PROPERTY DAMAGE (Per accident) \$ | | | | | | |
| | | | | | | | |
| UMBRELLA LIAB EXCESS LIAB | | | | | | | EACH OCCURRENCE \$ |
| | OCCUR CLAIMS-MADE | | | | | | AGGREGATE \$ |
| | DED RETENTION \$ | | | | | | \$ |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | WC STATU-TORY LIMITS OTH-ER |
| | Y / N | | | | | | E.L. EACH ACCIDENT \$ |
| | N / A | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
MEDICAL OFFICES

CERTIFICATE HOLDER CANCELLATION

| | |
|--|---|
| HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S HWY BUS 281 EDINBURG, TEXAS 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 |
|--|---|

Texas Liability Insurance Card

Progressive County Mutual Ins Co

To report a claim: 1-800-274-4499

(se habla español)

Named Insured(s)

Ivan G Melendez
3304 N Bryan Rd
Mission, TX 78573

PROGRESSIVE®

Policy Period: Oct 16, 2018 - Apr 16, 2019

Policy Number: 53441410

Agent: Insurance By Billy Pastor

1-956-668-1283

Excluded driver(s): IVAN MELENDEZ Jr.

| Year | Make | Model | Vehicle Identification No. |
|------|---------------|--------------------|----------------------------|
| 2015 | Mercedes-Benz | S550 | WDDXJ8FB4FA001616 |
| 2016 | Gmc | Sierra C1500/K1500 | 3GTU2PEC6GG231384 |
| 2009 | Dodge | Challenger | 2B3LJ74W89H562935 |
| 2012 | Fiat | 500 | 3C3CFFEROCT119149 |

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Texas Liability Insurance Card

Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker

You may also be asked to show this card or your policy if you have an accident or a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility.

Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

Tarjeta de Seguro de Responsabilidad de Texas

Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehículo de motor
- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y su registro de vehículo de motor, y la retención de su vehículo por un período de hasta 180 días (a un costo de \$15 por día).

Call Progressive Claims Service at 1-800-274-4499. We are available 24 hours a day, 7 days a week to begin working to resolve your claim.

Texas Liability Insurance Card

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To report a claim: 1-800-274-4499

(se habla español)

Named Insured(s)

Ivan G Melendez
3304 N Bryan Rd
Mission, TX 78573

PROGRESSIVE®

Policy Period: Oct 16, 2018 - Apr 16, 2019

Policy Number: 53441410

Agent: Insurance By Billy Pastor

1-956-668-1283

Excluded driver(s): IVAN MELENDEZ Jr.

| Year | Make | Model | Vehicle Identification No. |
|------|--------|--------------------|----------------------------|
| 2001 | Dodge | Ram 1500 | 1B7HC16X51S714569 |
| 1955 | Rolls | Royce | DLW87 |
| 1976 | Chevy | Nova | 1X27D6L122226 |
| 2018 | Subaru | Outback W/Eyesight | 4S4BSATC6J3342627 |

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Policy Number: 53441410

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Excluded driver(s): IVAN MELENDEZ Jr.

| Year | Make | Model | Vehicle Identification No. |
|------|--------|--------|----------------------------|
| 2000 | Ford | F150 | 2FTZF172XYCA51609 |
| 2011 | Bmw | 550 | WBAFR9C5XBC758924 |
| 1995 | Ford | Bronco | 1FMEU15H9SLA30707 |
| 2005 | Hummer | H2 | 5GRGN23U25H132503 |

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Policy Number: 53441410

Agent: Insurance By Billy Pastor

1-956-668-1283

Excluded driver(s): IVAN MELENDEZ Jr.

| Year | Make | Model | Vehicle Identification No. |
|------|---------------|-----------|----------------------------|
| 2010 | Mercedes-Benz | C300 | WDDGF8BB2AF364919 |
| 1991 | Porsche | 911 | WP0AA2962MS480380 |
| 1982 | Volkswagen | Vanagon | WV2YA0254CH148197 |
| 1995 | Am General | Hummer H1 | 137DA8336SE161691 |

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

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- etiqueta de inspección de seguridad para su vehículo

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y su registro de vehículo de motor, y la retención de su vehículo por un período de hasta 180 días (a un costo de \$15 por día).

Call Progressive Claims Service at 1-800-274-4499. We are available 24 hours a day, 7 days a week to begin working to resolve your claim.



PUBLIC VERIFICATION / PHYSICIAN PROFILE

PHYSICIAN

NAME: IVAN GILBERTO MELENDEZ BAEZ MD **DATE:** 09/24/2018

**THE INFORMATION IN THIS BOX HAS BEEN VERIFIED
BY THE TEXAS MEDICAL BOARD**

Date of Birth: 1960

License Number: H5188 Full Medical License

Issuance Date: 02/24/1989

Expiration Date of Physician's Registration Permit: 11/30/2020

Registration Status: ACTIVE

Registration Date: 04/25/1989

Disciplinary Status: NONE

Disciplinary Date: NONE

Licensure Status: NONE

Licensure Date: NONE

Medical School of Graduation:

At the time of licensure, TMB verified the physician's graduation from medical school as follows:
UNIV OF PUERTO RICO SCH OF MED, SAN JUAN

Medical School Graduation Year: 1987

TMB Filings, Actions and License Restrictions

The Texas Medical Board has the following board actions against this physician. (This may include any formal complaints filed by TMB, as well as petitions and/or responses related to licensure contested matters, at the State Office of Administrative Hearings.)

NONE

Investigations by TMB of Medical Malpractice

Section 164.201 of the Act requires that: the board review information relating to a physician against whom three or more malpractice claims have been reported within a five year period. Based on these reviews, the following investigations were conducted with the listed resolutions.

NONE

Status History

Status history contains entries for any updates to the individual's registration, licensure or disciplinary status types (beginning with 1/1/78, when the board's records were first automated). Entries are in reverse chronological order; new entries of each type supersede the previous entry of that same type. These records do not display status type. Should you have any questions, please contact our Customer Information Center at 512-305-7030 or verificic@tmb.state.tx.us

Status Code: AC

Effective Date: 04/25/1989

Description: ACTIVE

Status Code: LI

Effective Date: 02/24/1989

Description: LICENSE ISSUED

**THE INFORMATION IN THIS BOX WAS REPORTED BY THE LICENSEE AND
HAS NOT BEEN VERIFIED BY THE TEXAS MEDICAL BOARD**

Gender: MALE

***Ethnicity:** HISPANIC

Race: WHITE - of Hispanic origin

* We are in the process of transitioning from the current ethnic origin values to federal standards for race and Hispanic origin. The transition period will allow time for individuals to submit updated race and Hispanic origin data to the TMB.

Place of Birth: PUERTO RICO

Current Primary Practice Address:

1018 BEECH AVE SUITE 100

MCALLEN , TX 78501

Years of Active Practice in the U.S. or Canada:

The physician reports that he/she has actively practiced medicine in the United States or Canada for **29** year(s).

Years of Active Practice in Texas:

The physician reports that, of the above years he/she has actively practiced in the State of Texas for **29** year(s).

Specialty Board Certification

The physician reports that he/she holds the following specialty certifications issued by a board that is a member of the American Board of Medical Specialties or the Bureau of Osteopathic Specialists:

Specialty Certification: AMERICAN BOARD OF FAMILY MEDICINE

Date: 1990

Primary Specialty

The physician reports his/her primary practice is in the area of FAMILY PRACTICE.

Secondary Specialty

The physician reports his/her secondary practice is in the area of EMERGENCY MEDICINE.

Name, Location and Graduation Date of All Medical Schools Attended

Name: UPR SCHOOL OF MEDICINE

Location:

Graduation Date: 1987

Graduate Medical Education In The United States Or Canada

Program Name: MISSION HOSPITAL

Location: MISSION,

Begin Date: NONE

Type: NONE

End Date: NONE

Specialty: NONE

Program Name: BAYLOR COLLEGE OF MEDICINE

Location: HOUSTON, TX

Begin Date: 1987

Type: INTERNSHIP

End Date: 1988

Specialty: FAMILY MED

Program Name: BAYLOR COLLEGE OF MED

Location: HOUSTON, TX

Begin Date: 1988

Type: RESIDENCY

End Date: 1990

Specialty: FAMILY MED

Hospital Privileges

The physician reports that he/she has hospital privileges in the following in the State of Texas:

Hospital: RIO GRANDE REGIONAL HOSPITAL

Location: MCALLEN

Hospital: SOLARA HOSPITAL

Location: MCALLEN

Hospital: DOCTORS HOSPITAL AT RENAISSANCE

Location: EDINBURG

Hospital: BROWNSVILLE MEDICAL CENTER

Location: BROWNSVILLE

Hospital: MCALLEN MEDICAL

Location: MCALLEN

Hospital: MISSION REGIONAL MEDICAL CENTER

Location: MISSION

Hospital: CORNERSTONE HOSPITAL

Location: EDINBURG

Utilization Review

The physician did not report whether he/she provides utilization review.

NONE REPORTED

Patient Services

Accessibility: The physician reports that the patient service area **is** accessible to persons with disabilities as defined by federal law.

Language Translation Services: The physician reports that the following language translation services are provided for patients: 2

Medicaid Participant: The physician reports that he/she **does** participate in the Medicaid program.

Awards, Honors, Publications and Academic Appointments

Optional Information

The physician may optionally report descriptions of up to five such honors and has reported the following:

NONE

Malpractice Information

Section 154.006(b)(16) of the Act requires that: a physician profile display a description of any medical malpractice claim against the physician, not including a description of any offers by the physician to settle the claim, for which the physician was found liable, a jury awarded monetary damages to the claimant, and the award has been determined to be final and not subject to further appeal. The physician has the following reportable claims.

Description: NONE

Self-Reported Criminal Offenses:The physician is required to report a description of (1) "any conviction for an offense constituting a felony, a Class A or Class B misdemeanor, or a Class C misdemeanor involving moral turpitude" and (2) "any charges reported to the board to which the physician has pleaded no contest, for which the physician is the subject of deferred adjudication or pretrial diversion, or in which sufficient facts of guilt were found and the matter was continued by a court of competent jurisdiction."

The physician has reported the following:

Description: NONE

Criminal history information is also obtained by TMB from the Texas Department of Public Safety. Resulting action, if any, will be reported under the TMB Action and Non-Disciplinary Restrictions section above.

Disciplinary Actions By Other State Medical Boards

The physician has reported the following:

Description: NONE

Physician Assistant Supervision

To obtain primary source verifications, click name

Physician Assistant Name: [SOLIZ, LILLIANA MICHELLE PA](#)

PA License Number: PA05985

Begin Date: 12/11/2017

Hours Supervised: 40

Prescriptive Delegation: YES

Dangerous Drugs: NO

Controlled Substances: YES

Physician Assistant Name: [GOMEZ, CRISELDA OROZCO PA](#)

PA License Number: PA05901

Begin Date: 10/31/2016

Hours Supervised: 40

Prescriptive Delegation: YES

Dangerous Drugs: YES

Controlled Substances: NO

To obtain

Advanced Practice Nurse Delegation

primary source verifications, click name

APN Name: [SHAW, CHERESE APN](#)
APN License Number: AP125873
Delegation Location Type: Long-Term Facility
Approve Date: 3/1/2017
Hours Supervised: 20
Dangerous Drugs: YES
Controlled Substances: YES

APN Name: [PRUITT-ORR, SHELIA APN](#)
APN License Number: AP104901
Delegation Location Type: Medically Underserved Population
Approve Date: 3/28/2011
Hours Supervised: 40
Dangerous Drugs: YES
Controlled Substances: NO

Summary of all License/Permit Types

| | |
|--------------------|--------------------------------------|
| Issue Date: | Type: |
| 09/16/1987 | INSTITUTIONAL PERMIT |
| 02/24/1989 | LICENSED PHYSICIAN |

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

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

- (f) Together with a nurse, provided at the sole cost and expense of the Jail, Physician will conduct and/or oversee Sick Call Clinics for all inmates incarcerated at the Jail who require medical services two (2) hours per day, twice a week. It will be the duty of the R.N. Supervisor and/or Infirmery Administrator to organize additional clinic visits by the Physician to follow up on medications, treatments and similar requirements;
- (g) Physician shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Physician and for Clients, inmates, patients, and/or residents served by the Physician.
- (h) Provides consultation, hands on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail Facilities;
Physician shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available at the jail;
- (j) Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed be either the Jail or the Texas Commission on Jail Standards;
- (k) Physician shall permit Jail and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
 - 1. Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Jail;
 - 2. Physician will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
 - 3. The qualified Physician must provide and maintain a Texas Controlled Substance Registration listing the Jail's physical address in order to maintain and store/stock medications needed by the Contract Physician and Detention Infirmery Department;

2. Contractor represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Hidalgo County Sheriff of such suspension or revocation.

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Jail (P.O. Box 1228, Edinburg, Texas 78540). Said statement must include an itemized list of services rendered to the Jail during the statement period. Upon receipt of said statement, the Jail shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Physician shall be compensated in the according to the negotiated monthly amount as evidenced in Exhibit "B" entitled Negotiated Monthly Amount for the services provided to the Jail hereunder.

4. Contractor must comply with all applicable laws and regulations of the Jail and County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is not an employee of the Jail, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of Jail, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's Civil Service Program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The County may terminate this contract at any time for any reason or no reason at all by providing ninety (90) days written notice. If County is unable to find a suitable replacement, Contractor agrees to continue for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

6. Contractor agrees to provide professional liability insurance covering his activities in providing the services to County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code and according to Exhibit "C" entitled Insurance Requirements, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

7. Contractor may not assign the obligations or rights under this Contract to

any person without the prior written consent of County.

8. Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

9. The term of this Contract shall be for a period of two (2) years and shall commence on December 01, 2016 and end on December 31, 2018 with the option to renew for two (2) one (1) year options reserved solely with the County.

12. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo, Texas
Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: Ivan G. Melendez M.D
3304 N. Bryan Rd.
Mission, Texas 78573

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISION OF THE SERVICE BY CONTRACTOR UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE CONTRACTOR, ITS AGENTS OR EMPLOYEES.

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County.

18. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

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

COUNTY OF HIDALGO, TEXAS

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo
Arturo Guajardo, County Clerk



PHYSICIAN:

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

Approved by Commissioners' Court on: _____

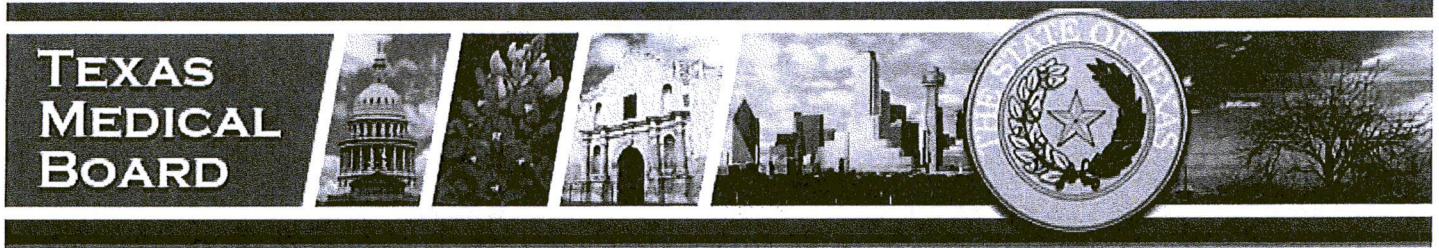
APPROVED BY
COMMISSIONERS' COURT
ON: 11/15/16 mg

Approved as to form:

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

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

**EXHIBIT “A”
PHYSICIAN PROFILE**



PUBLIC VERIFICATION / PHYSICIAN PROFILE

PHYSICIAN

NAME: IVAN GILBERTO MELENDEZ BAEZ MD **DATE:** 11/07/2016

THE INFORMATION IN THIS BOX HAS BEEN VERIFIED
BY THE TEXAS MEDICAL BOARD

Date of Birth: 1960

License Number: H5188 Full Medical License

Issuance Date: 02/24/1989

Expiration Date of Physician's Registration Permit: 11/30/2018

Registration Status: ACTIVE

Registration Date: 04/25/1989

Disciplinary Status: NONE

Disciplinary Date: NONE

Licensure Status: NONE

Licensure Date: NONE

Medical School of Graduation:

At the time of licensure, TMB verified the physician's graduation from medical school as follows:
UNIV OF PUERTO RICO SCH OF MED, SAN JUAN

Medical School Graduation Year: 1987

TMB Filings, Actions and License Restrictions

The Texas Medical Board has the following board actions against this physician. (This may include any formal complaints filed by TMB, as well as petitions and/or responses related to licensure contested matters, at the State Office of Administrative Hearings.)

NONE

Investigations by TMB of Medical Malpractice

Section 164.201 of the Act requires that: the board review information relating to a physician against whom three or more malpractice claims have been reported within a five year period. Based on these reviews, the following investigations were conducted with the listed resolutions.

NONE

Status History

Status history contains entries for any updates to the individual's registration, licensure or disciplinary status types (beginning with 1/1/78, when the board's records were first automated). Entries are in reverse chronological order; new entries of each type supersede the previous entry of that same type. These records do not display status type. Should you have any questions, please contact our Customer Information Center at 512-305-7030 or verificic@tmb.state.tx.us

Status Code: AC**Effective Date:** 04/25/1989**Description:** ACTIVE**Status Code:** LI**Effective Date:** 02/24/1989**Description:** LICENSE ISSUED

THE INFORMATION IN THIS BOX WAS REPORTED BY THE LICENSEE AND
HAS NOT BEEN VERIFIED BY THE TEXAS MEDICAL BOARD

Gender: MALE***Ethnicity:** HISPANIC**Race:** WHITE - of Hispanic origin

* We are in the process of transitioning from the current ethnic origin values to federal standards for race and Hispanic origin. The transition period will allow time for individuals to submit updated race and Hispanic origin data to the TMB.

Place of Birth: PUERTO RICO**Current Primary Practice Address:**

1018 BEECH AVE SUITE 100

MCALLEN , TX 78501

Years of Active Practice in the U.S. or Canada:

The physician reports that he/she has actively practiced medicine in the United States or Canada for **27** year(s).

Years of Active Practice in Texas:

The physician reports that, of the above years he/she has actively practiced in the State of Texas for **27** year(s).

Specialty Board Certification

The physician reports that he/she holds the following specialty certifications issued by a board that is a member of the American Board of Medical Specialties or the Bureau of Osteopathic Specialists:

Specialty Certification: AMERICAN BOARD OF FAMILY MEDICINE**Date:** 1990

Primary Specialty

The physician reports his/her primary practice is in the area of FAMILY PRACTICE.

Secondary Specialty

The physician reports his/her secondary practice is in the area of EMERGENCY MEDICINE.

Name, Location and Graduation Date of All Medical Schools Attended

Name: UPR SCHOOL OF MEDICINE

Location:

Graduation Date: 1987

Graduate Medical Education In The United States Or Canada

Program Name: MISSION HOSPITAL

Location: MISSION,

Begin Date: NONE

Type: NONE

End Date: NONE

Specialty: NONE

Program Name: BAYLOR COLLEGE OF MEDICINE

Location: HOUSTON, TX

Begin Date: 1987

Type: INTERNSHIP

End Date: 1988

Specialty: FAMILY MED

Program Name: BAYLOR COLLEGE OF MED

Location: HOUSTON, TX

Begin Date: 1988

Type: RESIDENCY

End Date: 1990

Specialty: FAMILY MED

Hospital Privileges

The physician reports that he/she has hospital privileges in the following in the State of Texas:

Hospital: RIO GRANDE REGIONAL HOSPITAL

Location: MCALLEN

Hospital: SOLARA HOSPITAL

Location: MCALLEN

Hospital: DOCTORS HOSPITAL AT RENAISSANCE

Location: EDINBURG

Hospital: BROWNSVILLE MEDICAL CENTER

Location: BROWNSVILLE

Hospital: MCALLEN MEDICAL

Location: MCALLEN

Hospital: MISSION REGIONAL MEDICAL CENTER

Location: MISSION

Hospital: LIFECARE HOSPITALS OF SOUTH TEXAS

Location: MCALLEN

Utilization Review

The physician did not report whether he/she provides utilization review.

NONE REPORTED

Patient Services

Accessibility: The physician reports that the patient service area **is** accessible to persons with disabilities as defined by federal law.

Language Translation Services: The physician reports that the following language translation services are provided for patients: 2

Medicaid Participant: The physician reports that he/she **does** participate in the Medicaid program.

Awards, Honors, Publications and Academic Appointments

Optional Information

The physician may optionally report descriptions of up to five such honors and has reported the following:

NONE

Malpractice Information

Section 154.006(b)(16) of the Act requires that: a physician profile display a description of any medical malpractice claim against the physician, not including a description of any offers by the physician to settle the claim, for which the physician was found liable, a jury awarded monetary damages to the claimant, and the award has been determined to be final and not subject to further appeal. The physician has the following reportable claims.

Description: NONE

Criminal History

Self-Reported Criminal Offenses: The physician is required to report a description of (1) "any conviction for an offense constituting a felony, a Class A or Class B

misdemeanor, or a Class C misdemeanor involving moral turpitude" and (2) "any charges reported to the board to which the physician has pleaded no contest, for which the physician is the subject of deferred adjudication or pretrial diversion, or in which sufficient facts of guilt were found and the matter was continued by a court of competent jurisdiction."

The physician has reported the following:

Description: NONE

Criminal history information is also obtained by TMB from the Texas Department of Public Safety. Resulting action, if any, will be reported under the TMB Action and Non-Disciplinary Restrictions section above.

Disciplinary Actions By Other State Medical Boards

The physician has reported the following:

Description: NONE

Physician Assistant Supervision

Physician Assistant Name: CARTER, ALMA D PA
PA License Number: PA03526
Begin Date: 3/21/2016
Hours Supervised: 40
Prescriptive Delegation: YES
Dangerous Drugs: NO
Controlled Substances: YES

To obtain primary source verifications, click name

Advanced Practice Nurse Delegation

APN Name: VALDEZ, REYNALDO APN
APN License Number: AP104507
Delegation Location Type: Practice Site
Approve Date: 8/1/2015
Hours Supervised: 40
Dangerous Drugs: YES
Controlled Substances: YES

To obtain primary source verifications, click name

APN Name: RESENDEZ, VERONICA APN
APN License Number: AP126336
Delegation Location Type: Practice Site
Approve Date: 8/3/2015
Hours Supervised: 40
Dangerous Drugs: YES
Controlled Substances: YES

APN Name: PRUITT-ORR, SHELIA APN
APN License Number: AP104901
Delegation Location Type: Medically Underserved Population
Approve Date: 3/28/2011
Hours Supervised: 40
Dangerous Drugs: YES
Controlled Substances: NO

Summary of all License/Permit Types

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

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

REQUIREMENTS

PHYSICIAN(S) QUALIFICATIONS-REQUIREMENTS: The County of Hidalgo is seeking to contract with a competent qualified physician(s) to provide services for the Adult Detention Facility (Jail). This section will contain the minimum requirements to qualify a competent physician(s) to provide services for the Hidalgo County Adult Detention Facility (Jail). Must provide sick call hours twice a week of two (2) hours shift (four (4) hours per week) services, including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Must have a minimum of (3) years experience in general practice;
- Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration.
- Revocation or suspension of the Physician's medical license will be cause for immediate termination of the contract. All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45CRF76;
- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ;
- The qualified physician(s) should provide a copy of their Professional Liability Insurance (malpractice) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein;
- Must be or become a member of the Hidalgo County Medical Society;
- Serving on general call 24 hours a day, 7 days a week, except when out of town;
- When unavailable, physician must make all necessary arrangements for a substitute physician to perform the duties of correctional physician;

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

SCOPE OF SERVICES: The Physician Services contract will encompass all project-related medical services to the County of Hidalgo including, but not limited to, the following:

- a. Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
- b. Conducting physical examinations of the Clients as required by the Department;
- c. Conducting other evaluations and tests on each Client as required by the Department;
- d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, the Radiology tests (i.e. X-rays for all inmates) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
- e. Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility

(Jail) who require medical services. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;

- f. Physician(s) shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients, and/or residents served by the Contractor.
- g. Provides consultation, hands-on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail facilities;
- h. Physician(s) shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the jail;
- i. Physician(s) shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either Department or the Texas Commission on Jail Standards;
- j. Physician(s) shall permit Department and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
- k. Physician(s) shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Department;
- l. Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
- m. The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmary Department;
- n. Physician shall be responsible for making arrangements acceptable to, and at no additional expense to the county, for adequate coverage during any absence by Physician. The County, through the Sheriff of the County, shall not unreasonably withhold acceptance of any such arrangements.
- o. Physician shall remain responsible for the services herein requested at all times during the term of services agreed to in this RFQ. Physician may have a qualified substitute physician render services herein requested. The substitute physician must meet the qualifications-requirements as set forth in this RFQ.
- p. Physician must submit the name of the qualified physician to the county and make all necessary arrangements for the performance of services should Physician not be available for a period exceeding forty-eight (48) hours.

Q Fee \$3,900 / month

11/11/16

**EXHIBIT “B”
FEE**

EXHIBIT "B"

**HIDALGO COUNTY – SHERIFF’S OFFICE-
“PHYSICIAN SERVICES FOR INMATES”**

WORK SCHEDULE: TWICE (2) WEEKLY TWO (2) HOUR SHIFT SCHEDULE FOR A TOTAL OF FOUR (4) HOURS A WEEK.

MONTHLY FEE: \$3,900.00

**EXHIBIT “C”
INSURANCE
REQUIREMENTS**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER INSURANCE BY BILLY PASTOR 625 W PECAN MCALLEN, TEXAS 78501 | CONTACT NAME: EDUARDO PASTOR |
| | PHONE (A/C, No, Ext): 956-668-1283 FAX (A/C, No): 956-668-1874 E-MAIL ADDRESS: EDUARDOPASTOR@AOL.COM |
| INSURED IVAN MELENDEZ 3304 N BRYAN RD MISSION, TEXAS 78573 | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: LLOYD'S OF LONDON |
| | INSURER B: PROGRESSIVE |
| | 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 | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | MITXD-K | 10/10/2016 | 10/10/2017 | EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ EXCLUDED |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | X | 06754310-7 | 06/11/2016 | 12/11/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
MEDICAL OFFICES

| | |
|--|--|
| CERTIFICATE HOLDER HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S HWY BUS 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 |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-132431

Date Filed:
11/03/2016

Date Acknowledged:

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

Ivan G Melendez MD
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

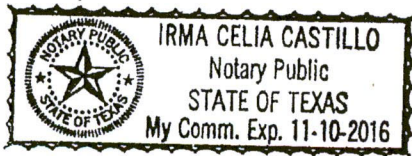
C16-379A-11-15
Physician Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Ivan G Melendez
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ivan G, Melendez, this the 3RD day of November, 2016, to certify which, witness my hand and seal of office.

Irma Celia Castillo Irma Celia Castillo Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

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

34
 T. **AI-66933** 1. Approval to exercise the one-year extension as provided in original contract C-16-379-11-15: "Professional Physician Services for Inmates" with John Lung, M.D. for Hidalgo County Sheriff's Office with amended exhibit(s) as drafted by DA/Civil Section to clarify all services included under the rates, terms and conditions effective November 16, 2018, through November 15, 2019.

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

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

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

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

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

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

connection 20

Sign -
 ① Josie, DAs
 ② Co. Judge
 ③ Co. Clerk