



submitting a written report to the Jail of the results of such tests and examinations, as required by the Jail, including but not limited to, the Radiology Tests (i.e. X-rays for all inmates) performed on Hidalgo County Inmates involving and/or subject to tuberculosis;

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

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

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

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

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

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

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

any person without the prior written consent of County.

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

9. The term of this Contract shall be for a period of two (2) years and shall commence on November 16, 2016 and end on November 15, 2018 with the option to renew for two (2) one (1) year options reserved solely with the County.

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

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

If to Contractor: John Lung M.D  
2104 Scout Lane.  
Mission, Texas 78572

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, County Judge

**ATTEST:**

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

**PHYSICIAN:**

By: \_\_\_\_\_  
John Lung M.D.

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

Approved as to form:

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

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

**EXHIBIT “A”  
PHYSICIAN PROFILE**

**TEXAS  
MEDICAL  
BOARD**



## PUBLIC VERIFICATION / PHYSICIAN PROFILE

### PHYSICIAN

**NAME:** JOHN LUNG MD

**DATE:** 11/07/2016

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

**Date of Birth:** 1975

**License Number:** P7802 Full Medical License

**Issuance Date:** 08/30/2013

**Expiration Date of Physician's Registration Permit:** 08/31/2018

**Registration Status:** ACTIVE

**Registration Date:** 11/18/2013

**Disciplinary Status:** SEE PREVIOUS ORDER

**Disciplinary Date:** 08/30/2015

**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 DE MONTEMORELOS, MONTEMORELOS

**Medical School Graduation Year:** 2002

#### **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.)

View the documents containing action taken by the Board against this individual.

[View Board Actions](#) [Get Adobe Reader](#)

**Action Date:** 08/30/2015

**Description:** ON AUGUST 30, 2015, AGREED ORDER DATED AUGUST 30, 2013, WAS TERMINATED DUE TO COMPLETION OF ALL REQUIREMENTS.

**Action Date:** 08/30/2013

**Description:** ON AUGUST 30, 2013 DR. JOHN LUNG WAS GRANTED A PHYSICIAN LICENSE AFTER ENTERING INTO TO AN AGREED LICENSURE ORDER THAT IMPOSED COUNSELING

FOR ANGER MANAGMENT. THIS ACTION WAS DUE TO DR. LUNG'S 2009 ARREST AND SUBSEQUENT CONVICTION FOR ASSAULT.

### Investigations by TMB of Medical Malpractice

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

NONE

### Status History

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

**Status Code:** CL

**Effective Date:** 08/30/2015

**Description:** SEE PREVIOUS ORDER

**Status Code:** AC

**Effective Date:** 11/18/2013

**Description:** ACTIVE

**Status Code:** LI

**Effective Date:** 08/30/2013

**Description:** LICENSE ISSUED

**Status Code:** RB

**Effective Date:** 08/30/2013

**Description:** UNDER BOARD ORDER

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

**Gender:** MALE

**Place of Birth:** CALIFORNIA

**Current Primary Practice Address:**

1901 S. 24TH AVENUE

EDINBURG , TX 78539

**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 2 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 2 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:** 2013

### Primary Specialty

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

### Secondary Specialty

The physician did not report a secondary practice area.

### Name, Location and Graduation Date of All Medical Schools Attended

**Name:** UNIV DE MONTEMORELOS, MONTEMORELOS

**Location:**

**Graduation Date:** 08/1999

### Graduate Medical Education In The United States Or Canada

**Program Name:** ST. MARY & ELIZABETH MEDICAL CENTER

**Location:** CHICAGO

**Begin Date:** 08/2009

**Type:** RESIDENCY

**End Date:** 08/2012

**Specialty:** FAMILY MEDICINE

**Program Name:** AURORA SINAI

**Location:** MILWAUKEE

**Begin Date:** 09/2012

**Type:** FELLOWSHIP

**End Date:** 08/2013

**Specialty:** GERIATRICS

### Hospital Privileges

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

**Hospital:** MISSION REGIONAL MEDICAL CENTER

**Location:** MISSION, TEXAS

### 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: SPANISH

**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: [ESPARZA, VICENTE JR PA](#)

PA License Number: PA08399

Begin Date: 3/21/2016

Hours Supervised: 40

Prescriptive Delegation: YES

Dangerous Drugs: YES

Controlled Substances: YES

To obtain primary source verifications, click name

### Advanced Practice Nurse Delegation

Description: NONE

To obtain primary source verifications, click name

### Summary of all License/Permit Types

Issue Date:  
08/30/2013

Type:  
[LICENSED PHYSICIAN](#)

[Contact Us](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Compact with Texans](#) | [Website Linking Policy](#)

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

TEXAS MEDICAL BOARD  
IDENTIFICATION CARD

LICENSE/PERMIT NUMBER	EXPIRATION DATE
P7802	08/31/2018

JOHN LUNG, MD  
2104 SCOUT LN  
MISSION TX 78572-4620

PHYSICIAN FULL PERMIT

TEXAS MEDICAL BOARD  
P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER	EXPIRATION DATE
P7802	08/31/2018

JOHN LUNG, MD  
2104 SCOUT LN  
MISSION TX 78572-4620

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

1-S LUNG, JOHN  
257/656 1901 S 24TH AVENUE  
EDINBURG, TX 78539-0000



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FL3521639	03-31-2018	\$731
XL3521639		
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER-DW/30	02-04-2015
LUNG, JOHN TROPICAL TEXAS BEHAVIORAL HEALTH 1901 S 24TH AVENUE EDINBURG, TX 78539-0000		

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FL3521639	03-31-2018	\$731
XL3521639		
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER-DW/30	02-04-2015
LUNG, JOHN TROPICAL TEXAS BEHAVIORAL HEALTH 1901 S 24TH AVENUE EDINBURG, TX 78539-0000		

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Form DEA-223 (4/07)

**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: \$3,975.00**

**EXHIBIT “C”  
INSURANCE  
REQUIREMENTS**



<b>CERTIFICATE OF INSURANCE</b>	Issue Date: October 5, 2016
Policyholder: John Lung, M.D. 701 El Cibolo Road Edinburg, TX 78541	<b>A Claims-Made Professional Liability Policy</b> <b>IMPORTANT NOTICE:</b> This document demonstrates coverage in force on the Issue Date above with Limits of Liability of at least the amounts set forth below. It is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.
First Named Insured: John Lung, M.D.	

Protected Party:	John Lung, M.D.
Specialty:	Family / General Practice - No Surgery

Policy Number:	Coverage Period	Retroactive Date:
TX202019	From: 11/03/2016 to 11/03/2017	11/03/2014

The Protected Party above is:		<b>LIMITS OF LIABILITY</b>
X	A Named Insured	Claim Limit/Aggregate Limit:
	A Locum Tenens	\$500,000 / \$1,000,000
	An Additional Protected Party	

Certificate Holder:	
---------------------	--

- I. Locum Tenens and Additional Protected Parties share Limits of Liability with the applicable Named Insured.
- II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the policy period.
- III. Photocopies of this document are deemed as valid as the original.
- IV. The policy, including endorsements, determines the coverage provided. Some claims may not be covered by the terms of the policy, or may be subject to restrictions such as lower Limits of Liability
- V. If the policy, or coverage for any person, is canceled for any reason or if the terms of the policy are changed, we will notify the Policyholder only. Coverage is not in effect unless and until all payments are received when due.

<b>NOTES:</b>



**GEICO** Texas Liability Insurance Card  
geico.com 1-800-841-3000

GEICO ADVANTAGE INSURANCE COMPANY  
P.O. Box 509090 • San Diego, CA 92150-9090

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.

Policy Number: 4331-63-01-21

Effective Date: 12-04-16

Expiration Date: 06-04-17

John Lung

Miriel L Lung

2104 Scout Ln

Mission TX 78572-4620

Year

2012

2012

2016

Make

HONDA

HONDA

MAZDA

Model

PILOT

ACCORD SE

MAZDA3

Vehicle ID No.

5FNYF4H99CB079640

1HGCP2F62CA193347

3MZBM1W76GM302534

Operator(s):

JOHN LUNG

MIRIEL L LUNG

GILIAHAM M LUNG

Agent: Not Applicable

# 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.**  
 J&M Co.  
 Mission, TX United States

**Certificate Number:**  
 2016-132503

**Date Filed:**  
 11/03/2016

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

**Date Acknowledged:**  
 11/08/2016

**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.**  
 C-16-379-11-15  
 Inmate Physician Services

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

**5 Check only if there is NO Interested Party.**

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

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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Hidalgo County Sheriff's Office

Date Acknowledged:

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C-16-379-11-15  
Inmate Physician Services

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

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**



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

*[Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John Luns, this the 3<sup>rd</sup> day of November 2016, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Eliza Ramos  
Printed name of officer administering oath

Notary  
Title of officer administering oath