

July 29, 2019

John Lung, M.D.
2104 Scout Lane.
Mission, Texas 78572

Via email: drjolung@gmail.com

TERM: November 16, 2019 - November 15, 2020

Re: EXTENSION/RENEWAL & 1295 FORM NOTICE
Original Contract# (C-16-379-11-15) - "Professional Physician Services for Inmates"

Dear Dr. Lung,

Be advised, that County has chosen the option to exercise **the final term of the additional two (2) year period. (under the same rates, terms and conditions)** with **John Lung M.D** for the referenced project. However, in order to proceed with approval of the extension, 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 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.

In order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

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

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-19-186** Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court**, the signed and notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: hector.garcia1@co.hidalgo.tx.us **by no later than Friday, August 02, 2019 or sooner if possible**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of 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: hector.garcia1@co.hidalgo.tx.us by no later than date reflected above.

By: _____

John Lung M.D.

Date: _____

7/31/2019

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 at (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Agent

MLS/hag
Enclosures

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.

John Lung, MD
 Mission, TX United States

Certificate Number:
 2019-524040

Date Filed:
 07/31/2019

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:

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
 Renewal/Extension No. E-19-186 Professional Physician Service

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.

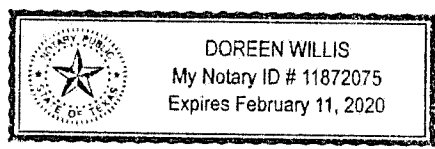
6 UNSWORN DECLARATION

My name is JOHN Lung, and my date of birth is 11/17/1975.

My address is 2104 Scout Ln, Mission, Tx, 78572, 4260
(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 TX, on the 1 day of AUGUST, 2020.
(month) (year)



Doreen Willis
 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**

Certificate Number:
 2019-524040

Date Filed:
 07/31/2019

Date Acknowledged:
 08/05/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 John Lung, 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.
 Hydalgo County Sheriff's Office

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 C-16-379-11-15
 Renewal/Extension No. E-19-186 Professional Physician Service

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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2018

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 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 Trent Iliff MEDMAL DIRECT INSURANCE COMPANY 76 South Laura Street, Suite 900 Jacksonville, FL 32202	CONTACT NAME: Trent Iliff PHONE (A/C No. Ext): (855) 663-7391 E-MAIL ADDRESS: Info@MedMalDirect.com	FAX (A/C, No): (844) 877-5939
	INSURER(S) AFFORDING COVERAGE INSURER A: MEDMAL DIRECT INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED John Lung, M.D. 701 El Cibolo Road Edinburg, TX 78541		

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 INSD	SUBR 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 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 type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> 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	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	MEDICAL PROFESSIONAL LIABILITY			TX202019	11/03/18	11/03/19	PER CLAIM \$500,000 ANNUAL AGGREGATE \$1,000,000

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

CLAIMS MADE POLICY FORM RETROACTIVE DATE: 11/03/2014

CERTIFICATE HOLDER**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

© 1988-2016 ACORD CORPORATION. All rights reserved.

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

54
 Subj to
 1295
 Correction
 of co.
 name

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.

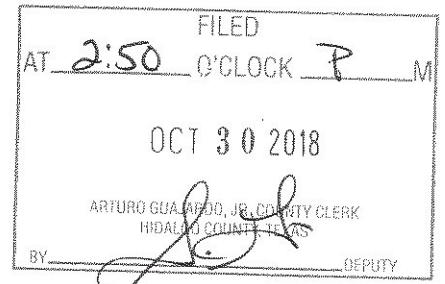
W.

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.

Correction 20

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



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

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 **John Lung, 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 November 15, 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:

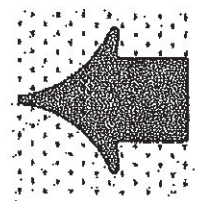
By: Ramon Garcia Date: 10/23/18
Ramon Garcia, County Judge

By: [Signature] Date: 11/01/2018
John Lung, MD

APPROVED BY
COMMISSIONERS COURT
ON: 10/23/18

ATTEST:

By: Arturo Guajardo, Jr. Date: 10/30/2018
Arturo Guajardo, Jr., County Clerk



Approved As To Form:
Office of the Criminal District Attorney

By: [Signature]
Josephine Ramirez Solis, Assistant District Attorney

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: _____
John Lung, MD

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

ATTEST:

By: Arturo Guajardo Jr. Date: 10/30/2018
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 **\$3,975.00**, 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 Infirmiry 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 Infirmiry 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 Infirmiry 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 \$3,975/month.



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

September 14, 2018

E-18-233A-10-23

John Lung, M.D.
9401 N. 10th Street, Unit 4-42
McAllen, TX 78504

Via email: drjolung@gmail.com

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

Dear Dr. Lung:

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 John Lung, 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:

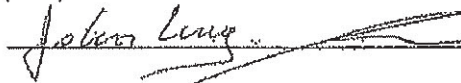
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In **box 3** of Form 1295, provide reference No. **E-18-233A-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 Commissioner's 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:

9/25/2018

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

MLShgo

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.
 John Lung, MD
 Mission, TX United States

Certificate Number:
 2018-418621

Date Filed:
 10/24/2018

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

Date Acknowledged:
 10/25/2018

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~18-233A-HGO.
 Professional Physician Service

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)

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.

John Lung, MD
 Mission, TX United States

Certificate Number:
 2018-418621

Date Filed:
 10/24/2018

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

Hydalgo County Sheriff's Office

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-18-233A-HGO.
 Professional Physician Service

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

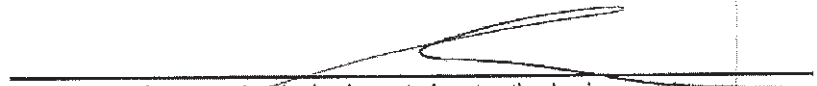
6 UNSWORN DECLARATION

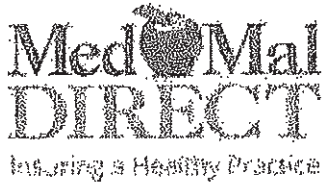
My name is JOHN LUNG, and my date of birth is NOV 14, 1975

My address is 2401 SCOUT LN, MISSION, TX, 78572-7620
(street) (city) (state) (zip code) (country)

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

Executed in Hydalgo County, State of TEXAS, on the 24 day of October, 2018.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)



CERTIFICATE OF INSURANCE	Issue Date: September 13, 2017
Policyholder: John Lung, M.D. 701 El Cibolo Road Edinburg, TX 78541	A Claims-Made Professional Liability Policy IMPORTANT NOTICE: 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: 11/03/2017 to 11/03/2018	11/03/2014

The Protected Party above is:		LIMITS OF LIABILITY
<input checked="" type="checkbox"/>	A Named Insured	Claim Limit/Aggregate Limit: \$500,000 / \$1,000,000
<input type="checkbox"/>	A Locum Tenens	
<input type="checkbox"/>	An Additional Protected Party	

Certificate Holder:	
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- 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.

NOTES:

- 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;
 - (i) 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, 2nd 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
Ramon Garcia, County Judge

ATTEST:

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



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

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
Victor M. Garza, Assistant District Attorney