

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**PROFESSIONAL PHYSICIAN CONTRACT FOR SERVICE  
C-24-0076-03-05**

THIS CONTRACT is made and entered into this 05<sup>TH</sup> day of **March, 2024**, by and between the **County of Hidalgo, Texas** by and through its **Hidalgo County Health and Human Services Department** (the "**County**"), and **Martha Luna, MD** ("**Physician**" and/or "**Contractor**") to provide services for the County in the manner hereinafter provided and serve at the pleasure of the Hidalgo County Commissioners Court.

**WHEREAS**, pursuant to Texas Government Code Section 2254.002 and Section 262.024, "The Professional Services Procurement Act," the County can select and contract with a professional services provider on the basis of demonstrated competence and qualifications to perform the services; and for a fair and reasonable price to assist the County by providing said services; and

**WHEREAS**, County desires to contract with a competent licensed physician to provide professional medical and related services for Hidalgo County, specifically, as the **Medical Director at the Hidalgo County Public Health Bio Safety Laboratory** as more specifically set forth hereinafter ("**Services**") for the **Hidalgo County Public Health Bio Safety Laboratory** ("**Laboratory**" and/or "**Facility**"); and

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

**WHEREAS**, Physician is willing to accept the responsibility of providing Services to County in compliance with federal, state, and local laws, rules and regulations and in accordance with recognized medical or related standards and the terms and conditions set forth in this Agreement; and

**WHEREAS**, Physician represents that she/he is qualified and desires to perform such services; and

**WHEREAS**, in recognition of and in consideration of Physician's agreement to perform the Services, the Commissioners Court of County awards this contract to Physician.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. County and Physician hereby agree that this Contract is entered into in order to provide the Services to County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. During the term of this Contract, Physician shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained herein and in the attached **Exhibit “A”** (See **Exhibit A – “Medical Director at the Hidalgo County Public Health Bio Safety Laboratory Scope of Services”** attached hereto and incorporated herein for all purposes), and which may be required by law or general standards of practice. Services shall be performed within Hidalgo County. The Physician will not begin to work or incur costs until authorized in writing by the County with the release of an authorized Purchase Order or other appropriate written authorization by the County or its designated agent. Physician agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Physician represents that it is qualified to do business in the State of Texas and is in compliance with all statutory and regulatory requirements for the operation of its business. Physician represents that it has all necessary right, title, license and authority to enter into this Agreement and it is not otherwise ineligible to enter into this Agreement. (See **Exhibit B-1 – “Physician’s Curriculum Vitae”** attached hereto and incorporated herein for all purposes). County reserves the right to evaluate any services provided by the Physician and to reject the same if not in compliance with the specifications and requirements as provided herein. If the County finds it necessary to require changes in the work provided because of errors made by the Physician, the County shall require the Physician to correct the work at no cost to the County and without amendment to the Agreement. Further, Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. **Additional Provisions.** Physician agrees to comply with the following additional provisions specific to the Services to be provided.

- a. **Substitute Physician.** Unless otherwise agreed to by parties, Physician 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. The County shall coordinate work schedule with Physician to the extent possible. Physician shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Physician may have a qualified substitute physician render the Services. 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. **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 the contracted Physician perform the services on a regular basis. Any abuse of this substitute physician provision by Physician, upon reasonable determination by the County, shall result in the County having sole discretion to terminate this agreement effective immediately.
- b. **Reporting and Records.** Physician agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames. The

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

- c. **Confidentiality.** Physician, including, without limitation, its employees and agents, shall not disclose privileged or confidential communications or information acquired in the course of the performance of services under this Contract, unless authorized by law. Physician agrees to safeguard and adhere to all confidentiality, privacy and security requirements according to this Contract and the applicable federal, State and local rules and regulations for all information deemed confidential. Release of information is subject to the provisions of the Texas Public Information Act (PIA) (*See* Chapter 552 of the Texas Government Code) or otherwise required by law. Physician shall comply with any and all applicable requirements of the Health Information Portability & Accountability Act (HIPAA), the Texas Medical Records Privacy Act (TMRPA) and other related statutes, rules and regulations in the performance of services under this Contract.
- d. **Government Funded Project.** If Contract is funded in part by either the State of Texas or the federal government, the Physician agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulations, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Contract.

4. **Representations.** As a condition of this Contract, Physician hereby represents and warrants to County that all representations and warranties of Physician as contained in its Responses and herein are true and correct as of the date hereof. In the event any representation or warranty of Physician is or becomes incorrect or untrue, Physician shall promptly notify County thereof, in which event County may, in its sole discretion, elect to terminate this Contract. Physician acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Physician as herein contained and as contained in County's Request for Qualifications as a material inducement to County to enter into the Contract.

5. **Term.** This Contract shall be for a period of **one (1) year(s)**, commencing on March 05, 2024 and expiring on March 04, 2025, unless sooner terminated. The term of this agreement may be extended at the County's sole discretion for **two (2) additional one (1) year term(s)** under

the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term.

6. **Consideration.** As consideration for the above and foregoing, Physician shall submit a monthly billing statement to the County in a form acceptable to the County. Said statement must include an itemized list of services rendered during the statement period. Upon receipt of said statement, the County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Physician shall be compensated according to the negotiated monthly amount as evidenced in **Exhibit B-2** for rendering the Service provided for in this Contract. (See **Exhibit B-2 – “Negotiated Monthly Amount”** attached hereto and incorporated herein for all purposes). County shall not be liable for costs incurred or performances rendered by Physician before or after the Contract Term; for expenses not billed to County within the applicable time frames set forth in this Contract; or for any payment for services or activities not provided pursuant to the terms of this Contract. Physician shall be responsible for all mileage and other expenses related to the fulfillment of the requirements of the Contract.

7. **Licenses/Certifications.** As a condition of this Contract, Physician shall hold and maintain throughout the term of this Contract all licenses, staff certifications, endorsements, permits and other required authorization, or which may be required or become required, by any authority, including the State of Texas, during the term hereof to provide the Services. Physician further represents that it is qualified to perform and execute the services described above. If such license, staff certification, endorsement, permit or other required authorization is suspended or revoked, this Contract shall automatically be terminated and Physician shall immediately notify the County of the same. Physician shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

8. **Equipment.** If applicable, Physician shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. All trucks or vehicles operated by the Physician to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Physician who operate such trucks or vehicles shall have the required licenses, qualifications, skill, and expertise to perform such Services and shall comply with all laws, rules, and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

9. **Independent Contractor.** The Physician must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Physician under this Agreement. Notwithstanding the foregoing sentence, Physician represents and maintains that Physician is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Physician does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County’s Civil Service Program. This Contract and the performance by the Parties hereunder does not create an agency relationship or master-servant relationship. Physician agrees to be responsible for any federal income tax, withholding or social security tax liability that might

arise from payments received hereunder. Physician will incur no financial obligation on behalf of the County without prior written approval of the County. Physician will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings. The County will have no right to direct or control the details, manner or means by which Physician or its affiliates provide the Services, except as otherwise set forth in this Agreement. Physician agrees to not take any action that is detrimental to, or not in the best interest of the County.

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

11. **Non-Exclusive Services of Physician.** Hidalgo County reserves the right to request this Product, Good and/or service from other sources other than the Physician and shall not be in violation of any terms or conditions of this Agreement.

12. **Insurance.** Consistent with its status as an independent contractor and at its sole expense, Physician agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain in full force and effect any and all insurances which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Physician's activities and all persons, vehicles, equipment and property, connected with providing Services, to include theft and loss, and including, but not limited to professional liability insurance covering Physician's activities in providing the services to County. Coverage shall be in the amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code. (See **Exhibit C** – "**Hidalgo County Insurance Requirements for Professional Services**" attached hereto and incorporated herein for all purposes). These requirements do not establish limits of Physician's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Physician is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance contractor authorized to do business in the State of Texas and acceptable to County. If applicable, Physician shall cause all subcontractors utilized by Physician to also comply with these specifications. Physician shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect within ten (10) calendar days of execution and/or renewal of this Contract on an Acord Form Certificate of Liability. (See **Exhibit "D"** – "**Physician's Insurance Documentation**" attached hereto and incorporated herein for all purposes). For each applicable policy, Physician shall name the County as an additional insured. Physician shall notify County a minimum of thirty (30) days in advance

of cancellation of all or part of a policy. Physician shall notify County in writing within 24 hours of any claim or demand against County or Physician known to Physician related to or arising out of Physician's activities under this Contract. Physician shall make any other insurance documentation available to County upon request. Physician will be considered in breach of contract should the Physician fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and immediate termination of the Agreement. Additionally, Physician covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the conclusion of this Agreement.

**13. INDEMNIFICATION. PHYSICIAN SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS CONTRACT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE PHYSICIAN'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE PHYSICIAN. UPON WRITTEN NOTICE FROM THE COUNTY, THE PHYSICIAN WILL RESIST AND DEFEND AT ITS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE PHYSICIAN WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.**

**14. Notice.** Except as may be otherwise specifically provided in this Agreement, 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:                   The County of Hidalgo  
  Attn: County Judge  
  100 E. Cano, 2nd Floor  
  Edinburg, Texas 78539

If to Physician:               Martha Luna, MD  
  Attention: Medical Director  
  113 Canary Avenue  
  McAllen, Texas 78504

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 addresses or if mailed at such time as it is deposited in the United States mail.

15. **GENERAL PROVISIONS.**

- a. **Assignment.** Except as otherwise herein provided, Contractor shall not assign the obligations or rights under this Agreement to any person without the prior written consent of County.
- b. **Conflict with Applicable Laws.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists. 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.
- c. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- d. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The Contractor hereby consents to personal jurisdiction in Hidalgo County, Texas.
- e. **Successors.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- f. **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 ninety (90) 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.
- g. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

- h. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- i. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- j. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Contractor, and not otherwise.
- k. **Purchasing Ethics.** Contractor represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:
  - i. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of County, or for any elected official, department head or employee or former elected official, department head or employee of County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of County.
  - ii. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- l. **Void Contract.** Contractor understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred in the procurement process.
- m. **Nondiscrimination.** Contractor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions

of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

- n. **Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to 2 CFR 200.327, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses are incorporated herein and made part of this agreement for all purposes.
- o. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- p. **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON MARCH 05, 2024.**

**Agenda Item No. 94311**

**Executive Office: \_\_\_\_\_**

**VENDOR:**

Physician

**COUNTY:**

COUNTY OF HIDALGO, Texas

\_\_\_\_\_  
Dr. Martha Luna, MD

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

**APPROVED AS TO FORM**

Office of the Hidalgo County  
Criminal District Attorney,  
Toribio "Terry" Palacios

**ATTEST:**

\_\_\_\_\_  
Robert Vina III, ADA

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

**ATTACHMENTS:**

- A. Medical Director -Hidalgo Co. Public Health Bio Safety Laboratory - Scope of Services**
- B-1. Physician's Curriculum Vitae**
- B-2. Physician's Negotiated Monthly Fee Amount**
- C. Hidalgo County Insurance Requirements for Professional Services**
- D. Physician's Insurance Documentation**

# **EXHIBIT A**

*Medical Director at the Hidalgo Co. Public Health Bio  
Safety Laboratory*

*Scope of Services/Requirements*

## EXHIBIT "A"

### SCOPE OF SERVICES/REQUIREMENTS

In exchange for a Negotiated Monthly Fee, Contracted Medical Director will provide laboratory online virtual video calls and in person visits at the Hidalgo County Public Health Bio Safety Laboratory to be scheduled on an as needed basis for a minimum of four (4) hours a week. The laboratory online virtual video calls and in person visits are in addition to the following Scope of Services as outlined in the Medical Director Contract. As noted below, laboratory online virtual video calls and in person visits will be scheduled with the Laboratory Manager and/ or laboratory staff.

**SCOPE OF SERVICES:** The Medical Director services contract will encompass all project-related laboratory services to the County of Hidalgo Public Health Bio Safety Laboratory. Medical Director must provide , but not limited to the following:

- a. Ensuring compliance with regulatory requirements and that the laboratory performs accurate and reliable testing and stays up to date with advances in laboratory medicine.
- b. Play a crucial role in ensuring the delivery of high-quality laboratory services that contribute to public health surveillance, outbreak investigation, and disease prevention.
- c. The medical director provides oversight and guidance for the selection, validation, and implementation of laboratory tests and methodologies.
- d. Involved in the interpretation of complex or abnormal test results. Will provide guidance on result interpretation, troubleshoot technical issues, and assist in resolving any discrepancies or uncertainties in test findings.
- e. Will monitor the quality assurance and quality control programs to ensure the accuracy and reliability of laboratory testing. This includes reviewing and analyzing quality control data, investigating and addressing any deviation or issues, and implementing corrective actions as necessary.
- f. Participate in the proficiency testing program and oversee the laboratory accreditation process.
- g. Ensures that the laboratory operates in compliance with applicable regulatory requirements, such as those set by accrediting bodies, government agencies, and licensing boards. Will stay updated on changes in regulations and ensure that the laboratory maintains appropriate licensure and accreditations.
- h. Reviews the competency assessment of laboratory personnel and promote a culture of continuous learning and professional development.
- i. The medical director serves as a consultant to healthcare providers, offering expert advice on test selection, result interpretation, and appropriate utilization of laboratory services.
- j. Will collaborate with clinicians and other healthcare professionals to optimize patient care.
- k. In some cases, the medical director may be involved in research and development activities related to laboratory testing, new methodologies, or emerging technologies.
- l. Ensure testing systems in the laboratory provide quality services in all aspects of test performances. i.e., the pre-analytic, and post-analytic phases of testing and are appropriate for your patient population.

- m. Ensure physical and environmental conditions of the laboratory are adequate and appropriate for the testing performed.
- n. Ensure the environment for employees is safe from physical, chemical and biological hazards and safety and biohazard requirements are followed.
- o. Oversees that a laboratory manager (high complexity testing) is available to provide day-to-day supervision of all testing personnel and reporting of test results as well as provide on-site supervision for specific minimally qualified testing personnel when they are performing high complexity testing.
- p. Medical Director shall remain responsible for the services herein requested at all times during the terms of services agreed to in this agreement.
- q. Must be available onsite for credentialing or certifications required by the State of Texas or the Centers for Disease Control and Prevention (CDC).

**REQUIREMENTS:**

The Medical Director must meet one of the categories.

1) (i) Be a doctor of medicine or doctor of osteopathy licensed to practice medicine or osteopathy in the State in which the laboratory is located; and

(ii) Be certified in anatomic or clinical pathology, or both, by the American Board of Pathology or the American Osteopathic Board of Pathology or possess qualifications that are equivalent to those required for such certification; or

(2) Be a doctor of medicine, a doctor of osteopathy or doctor of podiatric medicine licensed to practice medicine, osteopathy or podiatry in the State in which the laboratory is located; and

(i) Have at least one year of laboratory training during medical residency (for example, physicians certified either in hematology or hematology and medical oncology by the American Board of Internal Medicine); or

(ii) Have at least 2 years of experience directing or supervising high complexity testing; or

(3) Hold an earned doctoral degree in a chemical, physical, biological, or clinical laboratory science from an accredited institution and—

(i) Be certified and continue to be certified by a board approved by HHS; or

(ii) Before February 24, 2003, must have served or be serving as a director of a laboratory performing high complexity testing and must have at least—

(A) Two years of laboratory training or experience, or both; and

(B) Two years of laboratory experience directing or supervising high complexity testing

# **EXHIBIT B-1**

## ***Physician's Curriculum Vitae***