

THE STATE OF TEXAS
COUNTY OF HIDALGO

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CONTRACT FOR SERVICES
C-14-343-11-10

THIS AGREEMENT is made as of the 10th day of, November, 2014 by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and Dr. JOHN LUNG, M.D. (hereinafter "Physician" and/or "Contractor") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as the provider of professional medical services for the residents of the Hidalgo County Adult Detention Facility (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for Hidalgo County Adult Detention Facility (the "Jail").

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Physician agree as follows:

1. Physician agrees to provide to the Jail and its Clients the services specified in the Request for Qualifications (RFQ) and Response to Request for Qualifications attached as Exhibit "A" and Exhibit "B" respectively and incorporated herein. In the event of any discrepancy or inconsistency, the Request for Qualifications shall control. These services include, but are not limited to:

- (a) Providing and maintaining a medical license under which all medical activities of the Jail employees will take place;
- (b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
- (c) Conduct physical examinations of the Clients as required by the Jail;
- (d) Conducting other evaluations and tests on each client as required by the Jail;
- (e) Interpreting the results of any test conducted under (c) or (d) above and submitting a written report to the Jail of the results of such tests and examinations, as required by the Jail, including but not limited to, the Radiology

- Tests (i.e. X-rays for all inmates) performed on Hidalgo County Inmates involving and/or subject to tuberculosis;
- (f) Together with a nurse, provided at the sole cost and expense of the Jail, 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 "B1" 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 10, 2014** and end on **November 09, 2016** 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
302 West University Drive
Edinburg, Texas 78539

If to Contractor:

Dr. John Lung
9401 N. 10th St Unit 4-42
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 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 pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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 10th day of NOVEMBER, 2014.

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 11/10/14

PHYSICIAN:

By: _____
Dr. John Lung

Approved by Commissioners' Court on: November 10, 2014

Approved as to form:

Office of Criminal District Attorney
Rene Guerra

for By: Michael L. Garza
Michael L. Garza, Assistant District Attorney

**EXHIBIT “A”
RFQ
REQUIREMENTS**

EXHIBIT “A”

REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR QUALIFICATIONS

**“PROFESSIONAL PHYSICIAN SERVICES
FOR INMATES-HIDALGO COUNTY
ADULT DETENTION FACILITY (JAIL)”**

RFQ No. 2014-343-09-17-YZV

Hidalgo County will be accepting Statements of Qualifications from qualified Physician(s) to provide physician services for Hidalgo County Adult Detention Facility (Jail). The County of Hidalgo is seeking to enter into a services contract(s) with a state-registered/licensed (Texas physician(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **“Physician(s) Services for the Adult Detention Facility (Jail)”**. **Request For Qualifications”** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, September 17, 2014. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: **2014-343-09-17-YZV**

The Submittal Envelope/Packet Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, September 10, 2014 at 5:00 p.m. Responses will be sent to all applicants by Friday, **September 12, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (“the CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office located at 100 No. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS**

THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications/proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications/proposal, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

PROJECT OVERVIEW:

The County of Hidalgo must provide pursuant to Texas Commission on Jail Standards provisions, Chapter 273, "Health Services", (medical, dental and health services) in accordance with the approved health services plan. These services may include, but shall not be limited to, the services of a licensed physician, professional and allied health personnel, hospital or similar service.

PHYSICIAN(S) QUALIFICATIONS-REQUIREMENTS: The County of Hidalgo is seeking to contract with a competent qualified physician(s) to provide services for the Adult Detention Facility (Jail). This section will contain the minimum requirements to qualify a competent physician(s) to provide services for the Hidalgo County Adult Detention Facility (Jail), including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Must have a minimum of (5) years experience in general practice;
- Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration.
- Revocation or suspension of the Physician's medical license will be cause for immediate termination of the contract. All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45CRF76;
- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ;
- The qualified physician(s) should provide a copy of their Professional Liability Insurance (malpractice) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein;
- Must be or become a member of the Hidalgo County Medical Society;
- Serving on general call 24 hours a day, 7 days a week, except when out of town;
- When unavailable, physician must make all necessary arrangements for a substitute physician to perform the duties of correctional physician;
- Must provide sick call hours of four (4) hours per week at the Hidalgo County Adult Detention Facility (Jail).

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

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS . The qualified physician(s) should add copies of their certificate of license from the Texas Board of Medical Examiners.

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

- a. Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
- b. Conducting physical examinations of the Clients as required by the Department;
- c. Conducting other evaluations and tests on each Client as required by the Department;
- d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, the Radiology tests (i.e. X-rays for all inmates) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
- e. Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility (Jail) who require medical services. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;
- f. Physician(s) shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients, and/or residents served by the Contractor.
- g. Provides consultation, hands-on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail facilities;
- h. Physician(s) shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the jail;
- i. Physician(s) shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either Department or the Texas Commission on Jail Standards;
- j. Physician(s) shall permit Department and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

- k. Physician(s) shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Department;
- l. Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
- m. The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmity Department;
- n. Physician shall be responsible for making arrangements acceptable to, and at no additional expense to the county, for adequate coverage during any absence by Physician. The County, through the Sheriff of the County, shall not unreasonably withhold acceptance of any such arrangements.
- o. Physician shall remain responsible for the services herein requested at all times during the term of services agreed to in this RFP. Physician may have a qualified substitute physician render services herein requested. The substitute physician must meet the qualifications-requirements as set forth in this RFP.
- 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.

FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN, MAY RESULT IN TERMINATION, WITHOUT PENALTY, OF ANY CONTRACT ENTERED INTO PURSUANT TO THIS RFP.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

PART III -SELECTION & SCHEDULES

SELECTION PROCEDURES:

RFQ submittal evaluation will be based on the criteria outlined below,

PROPOSAL RANKING: Departmental Committees will evaluate and rank the written RFQ. After the RFQ have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: If negotiations prove unsuccessful, the next highest ranked physician will be contacted. The County of Hidalgo reserves the right to reject any and all RFQ.

TERMINATION OF SERVICES:

Any contract awarded to a qualified physician will be in effect until (a) the contract expires, (b) performance of all services ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EVALUATION:

The evaluation system consists of a 100-point system. The physician(s) will be ranked after evaluation. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined in Exhibit "B".

**EXHIBIT “B”
RFQ
RESPONSE**

John Lung, MD.

9401 N 10st Unit 4-42 McAllen, Texas 78504. (956) 827-8571 drjolong@gmail.com

WORK EXPERIENCE

- Tropical Texas Behavioral Health Primary Care Clinic
1901 S 24th Ave., Edinburg, Texas 78539
Ph. (956) 289-7071 12/09/2013 – Present
- Su Clinica Familiar - Harlingen Clinic
1706 Treasure Hills Blvd., Harlingen, Texas
First Floor (956/365-6000, Ext. 11003) Locum Tenens 11/04/2013 - 12/06/2013
- Mercy Whitewater Medical Center
507 W. Main St., Whitewater, WI 53190. Ph. (262) 473-0400
Locum Tenens 09/03/2013 - 10/18/2013
- Aurora Health Care
945 N. 12th Street, Milwaukee, WI 53233 Ph. (414) 219-7695
Geriatrics Fellowship Program including the teaching and supervision of
Medical Students and Residents 2012-2013
- St Mary & Elizabeth Med Center (Resurrection Health Care)
1127 N Oakley Blvd 2nd Floor; Chicago, IL 60622-3507 Ph. (312) 770-2858
Residency in Family Medicine. 2009-2012
- Luis F. Arango. Clinic
104 South Bryan Mission, TX 78572 Ph. (956) 585 – 1691 2008-2009
- New Start School.
709 N. Main St. McAllen, TX 78501. Ph. (956) 682 - 5695
Worked as an instructor in Physical *Therapy Technician* 2006-2009
- NAVY USA
Worked in the medical office aboard the USS CURTS FFG38 2001-2005

MEDICAL EDUCATION

- Geriatrics Fellowship Program
Aurora Health Care, Milwaukee, WI 2012-2013
- Family Practice Residency Program
Saint Mary and Elizabeth Family Practice Residency Program, Chicago, IL 2009-2012
- Universidad de Montemorelos – School of Medicine
Montemorelos, Nuevo Leon, Mexico 1994-2001
- Instituto Mexicano del Seguro Social Clinical Rotations 1998-1999

CONFERENCE

- NPI Workshop – Joint Exam and Injections with Introduction to Ultrasound Guidance. July 24, 2014. San Antonio, Texas.
- Wisconsin Osteoporosis Symposium: *The Bare Bones of Osteoporosis Care*. June 21, 2013
- The American Geriatrics Society Annual Meeting May 03-05, 2013 Grapevine, Texas
- Acute Care for Elders 2012 Annual Conference. November 02, 2012. Marquette University, Milwaukee, Wisconsin.

PUBLICATIONS

- Contributed to ENCYCLOPEDIA OF ELDER CARE, 3rd EDITION to update the chapter of Urinary Tract Infections.
- Contributed to Journal of the American Geriatrics Society. With a Letters to the Editor: Pyogenic Liver Abscess in a Frail Older Adult.
- Contributed to Journal of the American Medical Directors Association. "The Association Between Quality of Care and Quality of Life for Nursing Home Residents with Preserved Cognition".

CERTIFICATIONS & LICENSURE

- Board Certified in Family Medicine
- Texas License Registration

RESEARCH EXPERIENCE

- "An Electronic Medical Record Marker for Delirium in Hospitalized Elderly." In community teaching hospital in Milwaukee, WI during the month of February, 2012.
- "The relationship between number of scheduled medications in the hospital and readmission" in Milwaukee, WI during the month of February, 2012.
- "The Diabetes Empowerment Education Program (DEEP) Legacy" at Saints Mary and Elizabeth Medical Center Chicago, IL 05/2012
- "The frequency of abnormal cytology in Gutierrez Gomez, Comalcalco, Tabasco Mexico during the period of 08/2000 – 08/2001".

PROFESSIONAL ASSOCIATIONS

- American Academy of Family Physicians 2009 – present

LANGUAGES

- Fluent verbal and written communication in Spanish.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, JOHN Lung, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

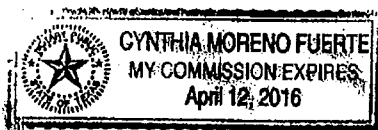
Signature/Title: [Signature], physician

Subscribed and sworn to before me this 9 day of 9, 2014

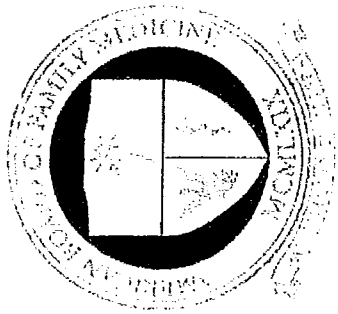
Cynthia Fuerte

Notary Public

My commission expires: April 12, 2016



American Board of Family Medicine, Inc.



hereby declares that

John Lung, M.D.

was certified in family medicine in

2013

and issued this certificate as a

Diplomate

of the American Board of Family Medicine, Inc.

Ongoing certification is contingent upon meeting the requirements of
Maintenance of Certification for Family Physicians

Diane K. Beebe
Chair



James C. Ruffalo
President

Certificate No. 1022566727

TEXAS MEDICAL BOARD
IDENTIFICATION CARD
EXPIRATION DATE
08/31/2016
LICENSE/PERMIT NUMBER
P7802
JOHN LUNG MD
9401 N 10TH ST UNIT 4-42
MCALLEN TX 78504-9526
PHYSICIAN FULL PERMIT

TEXAS MEDICAL BOARD
P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029
PHYSICIAN FULL PERMIT
EXPIRATION DATE
08/31/2016
LICENSE/PERMIT NUMBER
P7802
JOHN LUNG MD
9401 N 10TH ST UNIT 4-42
MCALLEN TX 78504-9526
THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD
THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

TEXAS CONTROLLED SUBSTANCES REGISTRATION CERTIFICATE

TEXAS DEPARTMENT OF PUBLIC SAFETY
REGULATORY SERVICES DIVISION, LICENSING AND REGISTRATION SERVICE
CONTROLLED SUBSTANCES REGISTRATION, PO BOX 4087, AUSTIN, TEXAS 78773

THE TEXAS CONTROLLED SUBSTANCES ACT, CHAPTER 481 OF THE HEALTH AND SAFETY CODE, PROVIDES THAT THE TEXAS DEPARTMENT OF PUBLIC SAFETY MAY DENY A CONTROLLED SUBSTANCES REGISTRATION OR THAT A CONTROLLED SUBSTANCES REGISTRATION MAY BE SUSPENDED OR REVOKED.



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

DPS REGISTRATION NUMBER	DATE EXPIRED	FEE PAID
T0201001	09/30/2015	YES
SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2, 2N, 3, 3N, 4, 5	PRACTITIONER	06/21/2014

REGISTERED NAME AND ADDRESS

JOHN LUNG, MD
101 EAST RIDGE ROAD
MCALLEN, TX 78503

NAR-70 (6-10) CERTIFICATE MUST BE READILY RETRIEVABLE AT ALL TIMES

TEXAS DEPARTMENT OF PUBLIC SAFETY

DPS REGISTRATION NUMBER	DATE EXPIRED
T0201001	09/30/2015
SCHEDULES	
2, 2N, 3, 3N, 4, 5	
REGISTERED NAME AND ADDRESS	
JOHN LUNG, MD 101 EAST RIDGE ROAD MCALLEN, TX 78503	

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, John Lung, possess all of the **APPLICABLE:**

- 1. Licenses: Texas Medical Board.
- 2. Bonds: _____
- 3. Certificates: DPS, Board certified,
- 4. Permits: Automobile Insurance
- 5. Other: pending Malpractice Insurance

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.**

Authorized Signature
John Lung

Company
9401 N 10th St Unit 4-42

Address
McAllen, Texas 78504

City, State, Zip

September 10, 2014
Date

**EXHIBIT “B1”
NEGOTIATED
MONTHLY
AMOUNT**



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

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Dr. John Lung

From: Yolanda Velasquez, Buyer III
For: Martha L. Salazar, CPPB
Hidalgo County Purchasing Dept.

Date: October 28, 2014

Re: Negotiation for -"Hidalgo County-Sheriff's Office – "Professional Physician Services for Inmates" (RFQ 2014-343-09-17-YZV)

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday morning (October 28, 2014), please be advised that you have been selected (ranked) to enter into negotiations with County of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 a.m. on Thursday, October 30, 2014.

Best and final offer of the proposed contract rate of \$3600.00 per Month.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to yolanda.velasquez@co.hidalgo.tx.us or fax to (956)292-7612.

Signed: _____

Title: _____ Physician : Family Medicine

Printed Name: _____ John Lung, MD

**EXHIBIT “C”
INSURANCE
REQUIREMENTS**

Insurance Requirement Acknowledgment

I, John Lung, authorized representative for _____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- X• will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;
- • will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- • have already been met, see attached copy of certificate of insurance.

Authorized Representative

September 10, 2014

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly** basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE



CERTIFICATE OF INSURANCE	Issue Date: November 4, 2014
Policyholder:	A Claims-Made Professional Liability Policy
John Lung, M.D. 701 El Cibolo Road Edinburg, TX 78541	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: 11/03/2014 to 11/03/2015	11/03/2014

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



TEXAS Liability Insurance Card
1-800-841-3000

GEICO ADVANTAGE INSURANCE COMPANY

P.O. Box 508590 • San Diego, CA 92150-8590

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	Year	Make	Model	Vehicle ID No.
Effective Date: 06-04-14	2012	HONDA	PILOT	5FN9YF4H99CB079640
Expiration Date: 12-04-14	2012	HONDA	ACCORD SE	1HGCP2F62CA193347

John Lung
Miriel L Lung
9401 N 10th ST Unit 4-42
McAllen TX 78504-9526

Operator(s):
JOHN LUNG
MIRIEL L LUNG

Agent: Not Applicable

JOHN LUNG AND MIRIEL L LUNG
9401 N 10TH ST UNIT 4-42
MCALLEN TX 78504-9526



Important Information



Texas Liability Insurance Card

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	Year: 2012	Make: HONDA	Model: PILOT	Vehicle ID No.: 5FNYP4H99CB079640
Effective Date: 12-04-14	Year: 2012	Make: HONDA	Model: ACCORD SE	Vehicle ID No.: 1HGCP2F62CA193347
Expiration Date: 06-04-15				

John Lung
Miriel L Lung
9401 N 10th ST Unit 4-42
McAllen TX 78504-9526

Operator(s):
JOHN LUNG
MIRIEL L LUNG

Agent: Not Applicable

JOHN LUNG AND MIRIEL L LUNG
9401 N 10TH ST UNIT 4-42
MCALLEN TX 78504-9526



Important Information

Here are your Policy Identification Cards. Two cards have been provided for each vehicle insured. Please destroy your old cards when the new cards become effective.

Please notify us promptly of any change in your address to be sure you receive all important policy documents. Prompt notification will enable us to service you better.

Your policy is recorded under the name and policy number shown on the card. If you would like additional ID cards, you can go online to geico.com or call us at **1-800-841-3000**.



Texas Liability Insurance Card

1-800-841-3000

GEICO ADVANTAGE INSURANCE COMPANY

P.O. Box 509090 • San Diego, CA 92150-9090

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John Lung
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9401 N 10th ST Unit 4-42
McAllen TX 78504-9526

Operator(s):
JOHN LUNG
MIRIEL L LUNG

Agent: Not Applicable

000021433163012142072015924

B. Requesting authority for Purchasing Department to proceed to negotiate a "Best and Final Offer" with the number one ranked company of _____ for the provision of "**Indigent Health Care Computer Software**" for Hidalgo County's Department of Health and Human Services.

E. Sheriff's Office

APPROVED

1. **AI-47194** Acceptance and approval of the final negotiated contract with Dr John Lung, MD for "Professional Physician Services for Hidalgo County Inmates" project RFQ 2014-343-09-17-YZV.

22. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-47237** Cause No. D-1-GN-14-004597; Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, and Dearborn National Life Insurance Company v. The Honorable Greg Abbott, Attorney General of Texas, and Hidalgo County, Texas

D. **AI-47270** CL-14-0676; Elizabeth Martinez v. Hidalgo County-Judge Mario Ramirez, Jr. et al

E. **AI-47222** Claim of AT&T

F. **AI-47224** Claim of Jose Garza

G. **AI-47226** Claim of Emilio Gutierrez

H. **AI-47254** Claim of Texas Department of Public Safety

I. **AI-47297** Claim of Isaac Escamilla

J. **AI-47228** Hidalgo County v. Michael Martinez

K. **AI-47230** Hidalgo County v. David Patrick Casas

23. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation



**AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
November 10, 2014
1:45 P.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Prayer**
- 4. Approval of Consent Agenda**
- 5. Open Forum**
- 6. County Judge's Office:**
 - A. AI-47336** Presentation by Veterans Service Officer in observance of Veterans Day
 - B. AI-47323** Resolution Honoring Hidalgo County's Rosie the Riveters: Mary Jo Tansel, Angelica Gonzalez Garcia, and Illa "Molly" Holtzinger
 - C. AI-47303** Proclamation for the Comfort House Observing 25 years of Hospice Care.
 - D. AI-47295** Introduction of Mr. Ricardo Saldaña - Hidalgo County Emergency Management Coordinator by Hidalgo County Judge Ramon Garcia
 - E. AI-47331** Discussion, consideration, and action to amend the Hidalgo County Tax Increment Reinvestment Zone (TIRZ) Policy.
 - F. AI-47333** Discussion, consideration, and action on a Resolution expressing the intent of Hidalgo County to participate in the proposed Tax Increment Reinvestment Zone Number One, City of McAllen, Texas (the "Zone") at a participation rate in accordance with the newly adopted and amended Hidalgo County TIRZ Policy, conditioned upon creation of the Zone and negotiation of an acceptable Interlocal Agreement between the City of McAllen and the County.
- 7. Executive Officer - Valde Guerra:**

- A. **AI-47276** Pct. #4 R&B (1200):
 - 1. Approval of certification of revenues as certified by the County Auditor for Pct. 4 - 1/3 paving revenues.
 - 2. Approval of 2014 appropriation of funds into Precinct No. 4 Road Maintenance (program 007) in the amount of \$80,667.33.

20. Budget & Management - Sergio Cruz:

- A. **AI-47266** Approval of the fixed costs and expenses related to the Certificates of Obligation Series 2014, Limited Tax Refunding Bonds Series 2014C and Tax Notes Series 2014.
- B. **AI-47236**
 - 1. Discussion, consideration and approval to establish a change fund in accordance with Texas Local Government Code Section 130.902 at each of the four Precinct Administrative Offices in the amount of \$100.00 each for Hidalgo County Sanitation Permits after all County Auditor requirements are completed.
 - 2. Discussion, consideration and approval to establish each Precinct's Administrative Offices as a new collection point.
 - 3. Discussion, consideration and approval to authorize the collection of funds for the Hidalgo County Sanitation Permits in the month of December to be effective 01/01/2015.
- C. **AI-47312** Approval of automated clearing house (ACH) payment to the Department of Health and Human Services (HHS) via Pay.gov for the County's 2014 Affordable Care Act (ACA) Transitional Reinsurance fee of \$408,933.00.

D. Budget Appropriations:

- 1. **AI-47326**
 - A. Approval of certification of revenues as certified by the County Auditor for monies received from Sprint/Nextel for reconfiguration of communication systems in Hidalgo County.
 - B. Approval of 2014 appropriation of funds in the total amount of \$82,371.90

21. Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

- A. **Hidalgo County**