

**CONTRACT TO PROVIDE MEDICAL HEALTH SERVICES**

**BY AND BETWEEN**

**POLK COUNTY, TEXAS**

**AND**

**DR. RAYMOND LUNA, M.D.**

**POLK COUNTY PRE-EMPLOYMENT MEDICAL SCREENING AGREEMENT**

This Agreement (“the Agreement”) is hereby made between Polk County, Texas, a political subdivision of the State of Texas, acting by and through its duly elected and empowered Commissioners Court (“the County”), and Dr. Raymond Luna, M.D., (“Provider”), a qualified licensed health care provider under the Texas Local Government Code.

**WHEREAS**, Polk County, Texas (hereafter “the County”) is designating a health care provider to provide medical examinations to pre-employment applicants.

**WHEREAS**, Dr. Raymond Luna, M.D. (hereafter “Dr. Luna” or “Physician”), a licensed physician in the State of Texas, is a qualified health care provider under the Texas Local Government Code.

**WHEREAS**, the Polk County Commissioners Court has requested assistance from Dr. Luna to provide Pre-Employment Medical screenings and physicals necessary to assess an applicant’s existing health problems to avoid occupational injuries and to ensure that it will be possible to differentiate any future job-related injuries from existing medical issues.

**WHEREAS**, the Polk County Commissioners Court by **ORDER** has granted an exception from competitive bidding under Texas Local Government Code Section 262.024(4) as a professional service contract.

**NOW, THEREFORE**, it is agreed as follows:

**I. Services to be provided by Dr. Luna:**

- a. Provide pre-employment physicals mandated by the Polk County Commissioners Court and as required by each job description.
- b. The Provider will declare the non-law enforcement applicant, on a form prescribed by the County, Attached as Exhibit A, within 5 business days of examining the applicant.
- c. For Peace Officers and Jailers, PER Texas Administrative Code Title 37, Part 7, Chapter 217, the Provider will declare the applicant on the appropriate L2 form attached as Exhibit B within 5 business days of examining the applicant.

- d. Provide a 24 hours notice to the county the affiliate medical provider to be “on call” to assist with the pre-employment medical services if services are unavailable at Provider’s office.
  - o Dr Jeffrey Luna

## **II. Compensation**

Polk County Commissioners Court hereby agrees to compensate Dr. Luna based upon the agreed to charges below:

- e. Charge \$80.00 for a Physical exam
- f. Charge \$80.00 for Law Enforcement Physical Exam
- g. Charge \$50.00 for Urine Analysis
- h. Charge \$65.00 for a as needed Lumbar X-Ray
- i. Charge \$20.00 for TB testing for Food Handlers
- j. Charge \$65.00 for Chest X-Ray in event Fail TB Test or Can not receive TB testing

## **III. Relationship and Indemnification of Parties**

- a. In Providing the Services under this Agreement, it is expressly agreed that the Provider is acting as an independent contractor and not as an employee. The parties acknowledge and agree that the Provider’s relationship with the County is that of an independent contractor. No partnership, joint venture or other relationship shall be construed as a result of this Agreement.
- b. County and Provider, to the extent authorized under the Texas Constitution and Texas laws, without limitation, Chapter 102, Texas Civil Practice and Remedies Code, agree to hold each party, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities for personal injury, death or property damage resulting from the acts or omissions of County or Provider or others under County’s and Provider’s supervision or control, and the acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of County or Provider and which by the exercise of due diligence of County and/or Provider is unable, wholly or in part, to prevent or overcome.

## **IV. Term and Termination**

This Agreement shall commence on June 24, 2024 and shall be in effect for twelve (12) months through May 30, 2025. Thereafter, this Agreement shall renew annually for five (5) years, unless either party gives the other party a written notice of its intention not to renew this Agreement. The Agreement will terminate after the term of the fifth annual renewal for an evaluation. Either party may terminate this Agreement at any time, with or without cause, by giving the other party not less than sixty (60) nor more than one hundred twenty (120) days written notice of its intention to terminate and said notice shall include a termination

date that falls within that range. The Agreement shall terminate on the future date specified in such notice.

**V. Notice**

Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail addressed to either party.

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| a. Polk County Human Resources<br>602 East Church, St., Ste. 105<br>Livingston, TX 77351<br>Ph: (936) 327-6802<br>Email: humanresources@co.polk.tx.us | b. Dr. Raymond Luna M.D.<br>219 Eastwood St.<br>Livingston, TX 77351<br>Ph: (936) 327-7147<br>Email: rluna54@hotmail.com |
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**VI. General Terms**

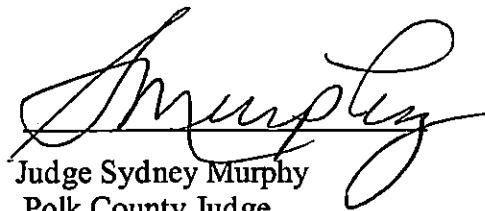
- a. **Severability.** If any provision in this Agreement is held by a court with jurisdiction to be invalid or inoperative, the remainder of this Agreement shall not be affected by that holding.
- b. **Amendment.** This agreement may be amended, modified or supplemented only by an instrument in writing executed by all parties hereto.
- c. **Entire Agreement.** This writing contains all of the agreements of the parties hereto with respect to the transaction contemplated in this instrument and supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter of this Agreement.

ADOPTED BY BOTH PARTIES ON THIS, THE 23 DAY OF April, 2024.

Accepted by:



Dr. Raymond Luna M.D.  
219 Eastwood St.  
Livingston, TX 77351



Judge Sydney Murphy  
Polk County Judge  
410 E Church Street, Suite E  
Livingston, TX 77351