

**AGREEMENT FOR MEDICAL SERVICES**

**THE STATE OF TEXAS §**

**COUNTY OF WISE §**

**FY 2011-2012**

**THIS AGREEMENT** made and entered by and between **WISE COUNTY**, a governmental body, hereinafter referred to as the "County" and the **Alvord Medical Clinic, P.A.**, a professional association composed of two or more physicians located at 115 E. Bypass 287, Suite A, Alvord, Wise County, Texas 76225, hereinafter referred to as the "Doctor".

**WITNESSETH**

**WHEREAS**, The County is in need of a physician to provide medical services at the County Jail, hereinafter referred to as the "Jail";

**WHEREAS**, The Doctor is willing to provide medical services at the Jail for inmate patients and the County Sheriff's Office personnel; and

**WHEREAS**, The Doctor represents that at least two (2) employees of the Doctor will at all times during the term of this contract maintain any and all licenses, permits or rights to practice medicine in the State of Texas and prescribe any controlled substance in the State of Texas;

**NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**DOCTOR'S OBLIGATIONS**

The **DOCTOR** is to perform the following medical services, to be provided during a minimum of eight (8) hours per week on site at the Jail:

- (a) Serve as Medical Director for the County Jail. Such duties shall include but are not limited to: patient intake and screening, needs assessment, and referral to appropriate medical or psychiatric providers. The Doctor will direct medical needs and services of the jail to assure compliance with jail regulations; and
- (b) Provide the following: a nurse practitioner, physician's assistant or a physician and, at the discretion of the doctor, a nursing assistant for a half day clinic to staff the Jail clinic and examine and prescribe treatments for inmate patients. The half day clinic shall be provided to days per calendar week as agreed upon by the parties. The Doctor shall not provide laboratory or x-ray services under this agreement; if they are deemed medically necessary they must be obtained from other parties. Services are limited to such procedures as the Doctor can routinely perform at the medical clinic; and
- (c) Conduct necessary for tuberculosis screening and testing for inmates and the County Sheriff's personnel; and
- (d) Review the Jail's Medical Services Plan for inmate healthcare as requested by the County Sheriff or his designee; and
- (e) Maintain patient records of examinations and treatment; and

### **COUNTY'S OBLIGATION**

The COUNTY shall provide:

- (a) Furnish facilities, examining rooms, equipment, expendable medications, and supplies necessary for the Doctor to perform medical services at the Jail; and
- (b) Provide supplies for permanent examination charts, work records, and necessary filing cabinets to keep records for all patients examined and/or tested by the Doctor. Such records shall be the property of the County and will be kept at the Jail.
- (c) Provide appropriate personnel to escort any inmate patients while being examined or treated by the Doctor at the jail;
- (d) Shackle the inmate patient if requested by the Doctor.

### **TERM AND TERMINATION**

The term of this agreement shall commence October 1, 2011 and end on September 30, 2012, subjecting to the budgeting process of the County for the fiscal year 2011 -2012. Notwithstanding the above, either the County Commissioners Court or the Doctor may terminate this Agreement without cause prior to the expiration of the term of this agreement upon thirty (30) days written notice to the other party. Within ten (10) days after the effective date of this termination, the Doctor shall submit his termination statement for the month in which the termination occurs in the manner set out above for monthly statements.

### **CONSIDERATION**

The County agrees to pay the Doctor at the rate of \$6250.00 per month for the services provided in this agreement. This amount will be payable on or before the fifteenth (15<sup>th</sup>) day of each month. The County will not pay mileage, transportation, meals or other incidentals. The Doctor shall submit to the County Auditor, a billing for each calendar month. The Doctor's billing shall be submitted and processed in the same manner as any other bill owed by the County.

### **NONAPPROPRATION CLAUSE**

If, for any fiscal year, the County fails to appropriate funds in amounts sufficient to perform its obligations under this Agreement, the County shall promptly give notice of the nonappropriation of funds. The County shall make a reasonable effort to ensure that funds are appropriated to fully carry out its obligations as set forth in this Agreement. The County shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

### **LIABILITY INSURANCE**

The Doctor shall provide and maintain a liability policy to cover the Doctor's services rendered on behalf of the Jail. The Doctor shall have sole and complete responsibility and expense for providing and maintain coverage. The County Judge or his designee shall be provided with a certificate of coverage for such insurance and the County shall be included as an additional insured.

### LEVEL OF SERVICE

- (a) The Doctor agrees to perform his duties in accordance with generally accepted standards and shall use that degree of care and skill to comply with all applicable federal, state, and local laws, regulations, rules and ordinances now in force or that may hereinafter be enacted or promulgated.
- (b) Both parties are familiar with the provisions contained in the Texas Constitution Article IX section 4 and 13, and agree that the services provided by the Doctor will conform to these constitutional provisions.
- (c) Any inmate requiring emergency care shall be treated in an emergency facility, not by the Doctor.
- (d) The Doctor reserves the right to decline to provide a jail inmate with any form of treatment that, in the opinion of the Doctor, is inappropriate for the patient.
- (e) The Doctor shall never be "on-call" for services, but only responsible to provide care while on the premises of the Jail. While on duty at the Jail, the Doctor shall never be "on call" to provide services to any other party.
- (f) It is understood that the Doctor will not be able to prescribe any medication required in triplicate form by the United States Drug Enforcement Agency.

### INVESTGATIONS AND LICENSE STATUS

The Doctor expressly agrees to inform the County, in writing, of any pending or past investigation of the Doctor conducted by or on behalf of the Texas Board of Medical Examiners. If at any time the Doctor's license is suspended or revoked, this agreement will terminate effective the date of the suspension or revocation, and the Doctor shall submit a formal statement requesting payment for the month in which the termination occurs in the manner set out above for monthly statements. The Doctor shall not be entitled to receive payment for services that were performed while the Doctor's license was suspended or revoked.

### NOTICES

Any notice permitted or required to be given to the Doctor by the County may be given by facsimile to (940) 627-7597 or via certified, United States Mail, return receipt requested, postage prepaid, addressed to the Doctor at:

Alvord Medical Clinic, P.A.  
115 E. Bypass 287, Suite A  
Alvord, Texas 76225

Any notice permitted or required to be given by the Doctor to the County may be given by facsimile to (940) 627-6926 or via certified, United States Mail, return receipt requested, postage prepaid, addressed to the County at:

Wise County Commissioners Court  
Attention: County Judge  
P.O. Box 393  
Decatur, Texas 76234

Any notice given via facsimile shall be deemed given and complete upon receipt. Any notice via mail shall be deemed given and completed upon deposit in the United States Mail.

### **INDEPENDENT CONTRACTOR**

Nothing contained in this agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This agreement does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable, to any benefit, privilege or other amenities of employment from the other party.

### **THIRD PARTY BENEFICIARIES**

The parties to this contract do not intend to create any third party beneficiaries of the contract rights contained herein. No person who is not a party to this contract may bring a cause of action pursuant to this contract as a third party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under the law of the State of Texas.

### **INDEMNIFICATION**

**THE DOCTOR SHALL SAVE HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE DOCTOR, HIS AGENTS, EMPLOYEES OR CONTRACTORS PERFORMED UNDER THIS AGREEMENT AND THAT RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE DOCTOR OR HIS AGENTS, EMPLOYEES OR CONTRACTORS. THE DOCTOR SHALL SAVE HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING ATTORNEY'S FEES THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF ANY ACTIVITY BY THE DOCTOR, HIS AGENTS, EMPLOYEES OR CONTRACTORS.**

**WITH RESPECT TO THE DOCTOR'S INDEMNITY OBLIGATION SET FORTH IN ABOVE, THE DOCTOR SHALL HAVE NO DUTY TO INDEMNIFY FOR ANY DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF THE COUNTY.**

### **MALPRACTICE INSURANCE**

During the term of this Agreement, The Doctor agrees to maintain a medical malpractice insurance policy with limits in the amount of \$100,000.00 per occurrence/incident and \$300,000.00 in the aggregate. Evidence of such coverage shall be submitted to the County at such times as this agreement is effective. The policy shall include a thirty (30) day advance notice provision to the County in the event said coverage expires or terminates.

**MISCELLANEOUS PROVISIONS**

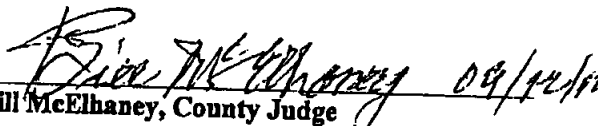
- (a) This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.
- (b) If any term in this agreement shall be found to be invalid, the remainder of this agreement shall not be affected thereby, and each remaining term shall be valid and shall be enforced to the fullest extent permitted by law.
- (c) The undersigned officers are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.
- (d) The Doctor agrees to retain control to the obligations of this Agreement, further that this Agreement will not be assigned or sublet without the prior written consent of the County.
- (e) This agreement shall be governed by the laws of the State of Texas and the venue for enforcement shall be Wise County, Texas.

WITNESS OUR HANDS this 17<sup>th</sup> day of September, 2011.

ALVORD MEDICAL CLINIC, P.A.

  
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WISE COUNTY TEXAS

  
Bill McElhaney, County Judge