

STATE OF TEXAS
COUNTY OF WEBB

PROFESSIONAL SERVICES AGREEMENT BETWEEN
WEBB COUNTY
AND
ARTURO G. GARZA-GONGORA, M.D.
FOR INMATE MEDICAL SERVICES

This agreement is made between WEBB COUNTY, a political subdivision of the State of Texas, acting by and through its County Judge, as authorized by its Commissioner's Court, hereinafter referred to as "County" and Arturo G. Garza-Gongora, M.D., hereinafter referred to as "Physician".

RECITALS

WHEREAS, County maintains, under the direction of the Webb County Sheriff, an Adult Detention Facility located at the Webb County Law Enforcement Center, 1001 Washington St., Laredo, Webb County, Texas; and

WHEREAS, Detainees at said facilities require medical services from time to time; and

WHEREAS, County desires to engage the services of an outside Physician to perform such medical services as may be required; and

WHEREAS, Physician is licensed to practice medicine in the State of Texas and desires to render his professional services for County on the terms and conditions provided herein,

NOW, THEREFORE, the County hereby retains the services of the Physician, and the Physician agrees to render his services as follows:

I. SERVICES

The Physician shall provide visits on Monday and Wednesday of the week, from approximately 1:00 p.m. to 3:00 p.m. at the Webb County Law Enforcement Center for the purpose of providing all necessary medical services to adult inmates, these hours may vary depending on the number of inmates to be serviced. The Physician shall render emergency treatment to any and all detainees when such services are required, and for this purpose, the Physician shall be "on call" on a twenty-hour (24) hour basis, daily. The Physician shall maintain complete and accurate records of all care, treatment, and examination of all detainees,

II. EQUIPMENT AND FACILITIES

County shall provide examination facilities on the premises of the Law Enforcement Center. Medical services shall be performed at this location unless good medical practice and conditions at the County facilities dictate that they must be performed elsewhere. The County shall furnish equipment and instruments as required for the Physician to perform his services under this agreement.

III. SUBSTITUTE PHYSICIANS

During periods of absence, Physician shall provide medical coverage by way of another designated Physician who shall render medical services as required by this agreement. For these purposes, Physician hereby designates Dr. Arturo Martinez and Dr. Adonis Zuniga Goldwater as substitute Physicians, This

designation is subject to change by Physician by providing notice to County in writing of any new designation, and acceptance by County of same.

IV TERMS

This agreement shall be in effect for a period of three (3) years and shall commence on October 1, 2016. This agreement shall terminate on September 30, 2019. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

V. COMPENSATION

For his services rendered hereunder, the Physician shall be entitled to a fee of THIRTEEN THOUSAND NINE HUNDRED AND ONE DOLLARS AND FIFTY-ONE CENTS (\$13,901.51) per month. Said sum shall be payable in arrears on the first day of each month. County shall compensate Physician for services rendered hereunder prior to the execution of this document at the rate dictated herein. County shall further pay and Physician shall be entitled to reimbursement for any and all hospital bills, ambulance service, and other reasonable and necessary expenses for services rendered.

VI INSURANCE AND INDEMNIFICATION

It is the intention of the parties that the Physician be an independent contractor and not an employee under this agreement and, in order to protect County from liability, Physician shall maintain a policy of malpractice insurance in the minimum amount of \$200,000.00 per occurrence/\$600,000.00 annual aggregate as primary coverage with companies and under policies deemed acceptable by County and shall further indemnify and hold County harmless from any and all claims arising out of the performance of his duties under this agreement.

VII ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein shall be valid or binding unless in writing signed by both parties.

VIII ASSIGNMENT

Neither this agreement nor any duties or obligations hereunder shall be assignable by Physician without prior written consent of the County except as provided for under Section III herein.

IX SUCCESSORS AND ASSIGNS

Subject to the provision regarding assignment, this agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

X GOVERNING LAW

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

XI NOTICES

All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid, as follows:

| | | |
|---|----|---------------------------|
| TO COUNTY; | TO | PHYSICIAN: |
| Webb County Sheriff's Office | | Dr. Arturo Garza-Gongora, |
| 902 Victoria Street | | M.D. 7210 McPherson, Ste. |
| Laredo, Texas 78040 | | 120 Laredo, Texas 78041 |
| ATTN: Jose A. Lopez III, Finance Director | | |

XII. INCONSISTENCIES

Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

XIII. SEVERABILITY

Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

XIV. AMENDMENT

No changes to this Agreement shall be made except upon written agreement by both parties.

XV. HEADINGS

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

XVI WAIVER

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

XVII. COUNTERPARTS

This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

XVIII. TERMINOLOGY and DEFINITIONS

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular,

XIX. INDEPENDENT CONTRACTOR

Physician is associated with County only for the purposes and to the extent set forth in this contract. With respect to the performance and delivery of services pursuant to this contract, Physician is and shall be independent contractor/operator and nothing contained in the contract shall be deemed or be construed to create partnership of joint venture; to create the relationship of employer-employee or principal-agent, or to otherwise create any liability for County whatsoever with respect to the services performed by Physician under this contract.

WEBB COUNTY, TEXAS

Tano Tijerina
Webb County Judge

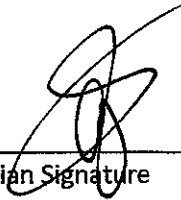
ATTESTED:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco a. Montemayor
Webb County Attorney

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).



Physician Signature

Arturo Garza-Gongora MD

Print Name

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Date