

**STATE OF TEXAS
COUNTY OF WEBB**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WEBB COUNTY AND
DR. ROLANDO SALAZAR
INMATE DENTAL CARE**

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 Commissioners Court, hereinafter referred to as "County" and Dr. Rolando Salazar hereinafter referred to as "Physician".

WHEREAS, County provides Adult Detention facilities at the Webb County Law Enforcement Center, located at 1000 Washington St., in Laredo, Webb County, Texas; and

WHEREAS, Detainees at said facility may require dental services; and

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

WHEREAS, Physician is licensed to practice dentistry 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 follow.

I. SERVICES

The Physician shall provide visits on Tuesday and Friday of each week, as needed, at the Webb County Law Enforcement Center for the purpose of providing all necessary dental treatment services to adult inmates. 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-four (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 facility on the premises of the Law Enforcement Center. Dental services shall be performed at this location unless good dental practice and conditions at the County facility dictate that they must be performed elsewhere. County shall provide all dental equipment and/or Instrument(s) presently located at the Webb County Law Enforcement Center dental facility for use by Physician. If any additional equipment and/or Instrument(s) are required by Physician for the performance of dental services hereunder, Physician shall furnish said additional equipment and/or Instrument(s).

III. SUBSTITUTE DENTISTS

During periods of absence, Physician shall provide dental coverage by way of another designated dentist who shall render dental services as required by this agreement by providing notice to County in writing if any new designation, and acceptance by County of same.

IV. TERM

This agreement shall be in effect for a period of twelve (36) months and shall commence on October 01, 2016, and terminate on September 30, 2019 unless terminated sooner as provided herein. 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 Three Thousand Five hundred Dollars (\$3,500.00) 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. However, if actual services rendered by Physician for any particular month exceed \$3,500.00, then only actual services shall be billed for that month based on the following fee scheduled.

<u>PROCEDURE</u>	<u>FEES</u>
Examination	\$20.00
Periodic Oral Exam	\$15.00
Periapical X-Ray	\$10.00

Bitewing X-Ray	\$10.00
Extraction, single	\$60.00
Extraction, each additional	\$60.00
Surgical removal-erupted tooth	\$110.00 - \$175.00
Sedative Filling	\$45.00
Hostipal Call	\$85.00
Emergency after hour's (Jail)	\$85.00
Emergency after hour's (Dental Office)	\$135.00

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 and \$600,000.00 annual aggregate as the primary coverage with companies and under policies deemed acceptable by the 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. Physician shall provide copy of said insurance to County upon approval of this contract.

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.

XV. HEADINGS

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

WEBB COUNTY, TEXAS



Tano Tijerina
Webb County Judge

Physician Signature

Print Name


Date

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).

WEBB COUNTY, TEXAS

Tano Tijerina
Webb County Judge



Physician Signature
Rolando Salazar

Print Name
10-08-2016

Date

ATTESTED:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco a. Montemayor
Webb County Attorney

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