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 Dr. 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, 1000 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

1. Physician (Dr. Arturo G. Garza Gongora, M.D.) will provide twenty-four (24) hour health care to detainees at the Webb County Law Enforcement Center. 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-four (24) hour basis, daily. The Physician shall maintain complete and accurate records
of all care, treatment, and examinations of all detainees.

2. Physician will serve as medical director for all of the medical services provided to the detainees of the Webb County Law Enforcement Center, to include:

   a. serve as a gatekeeper for specialty referrals such as surgeons, obstetrics; Gynecology, Psychiatry, etc.;

3. Physician will help the Webb County Sheriff in the following matters:

   a. assist in the guidance and preparation of the annual medical budget;

   b. assist in the development of a billing process as to reduce the costs to the county in situations where the detainee qualifies or has existing medical coverage by third party payers such as private insurance, Medicare, or Medicaid.

4. Physician shall provide for screening for tuberculosis. Webb County Law Enforcement Center nurses shall provide for tuberculosis testing of all detainees under the supervision of physician. Physician will make available an x-ray machine (either analog or digital), film processor (if necessary), and related accessories for installation and use at a suitable site within the Webb County Law Enforcement Center. Physician will provide for a certified x-ray technician to take the chest x-rays at the Webb County Law Enforcement Center on regularly scheduled dates and times, as may be needed, within a Monday to Friday work week. Physician will be responsible for film processing and developing of chest x-rays as well as taking responsibility to have the chest x-rays read and interpreted by a physician. Physician shall provide medical assistance and consultation regarding screening, diagnosis, treatment, and "follow-up" of tuberculosis cases and contacts.

II
EQUIPMENT AND FACILITIES

1. County shall provide examination on the premises of the Law Enforcement Center. Medical services shall be performed at this location unless good medical practice and condition 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 the agreement.

2. County shall provide a suitable location for the x-ray machine, film processor and related equipment at no charge to Physician. County shall take responsibility for the cost of making available the electrical, water, and sewer connections that may be needed for the installation of the x-ray equipment, and also for the installation of the lead lining in one or more of the walls as may be recommended for safety reasons.

3. County shall provide for a safe exhaust/circulation system, particularly in the area where the x-ray equipment will be located in an effort to prevent disease transmission through the air.

4. County understands that all of the x-ray equipment including the fill processor and related equipment is the property of physician and is subject to removal or replacement at any time during the term of the contract.

5. County understands that access to the x-ray equipment, film processor and related accessories must be provided for regular and also unanticipated maintenance and repairs to the equipment in compliance with quality assurance. Access in only to be given to Physician and his authorized representatives.

6. County will be responsible for the security and the safety of Physician and his employees and/or authorized personnel while performing duties at/within the jail complex.

7. County will be responsible for the transportation and hospitalization of inmates with active tuberculosis (TB) to a designated hospital and to provide for all related costs.

8. County, through the Webb County Jail nurses, will be responsible for dispensing medication for the treatment of inmates infected with the tuberculosis disease.

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. Fernando Sanchez and Dr. Adonis Zuniga Goldwater as covering 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, 2019. This agreement shall terminate on September 30, 2022. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

V
COMPENSATION

For his services rendered hereunder and as described under Section I above, 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 sums shall be payable in arrears on the first day of each month. 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.

In addition to the above compensation, physician will also be compensated for chest x-rays taken at the Webb County Law Enforcement Center. Physician will only be compensated when chest x-rays taken exceed eleven hundred (1,100) per contract year. Compensation will be at the rate of sixty five ($65.00) per chest x-ray above the eleven hundred (1,100). Physician will invoice and bill separately for such rendered services.

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:

Webb County Sheriff
Webb County Law Enforcement Center
1000 Washington St.
Laredo, Texas 78040

TO PHYSICIAN:

A. Garza-Gongora, M.D.
7210 McPherson, Suite 120
Laredo, Texas 78041

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 of 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
INDEPENDENTCONTRACTOR

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 an independent contractor/operator and nothing contained in the contract shall be deemed or be construed to create a partnership or 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.

XX
EFFECTIVE DATE

This Agreement becomes effective as of October 1, 2019 when signed by the last party whose signing makes the Agreement fully executed.

IN WITNESS WHEREOF, the undersigned parties have executed duplicate originals of this agreement on the ____ day of _____, 2019.

WEBB COUNTY

Tano E. Tijerina
Webb County Judge

PHYSICIAN

Dr. Arturo Garza-Gongora, M.D.

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

Nathan R. Bratton
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. 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).

MARGIE R IBARRA
COUNTY CLERK
FILED

2019 DEC -9 PM 5:05

WEBB COUNTY, TEXAS

BY VZ DEPUTY