

THE STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

CONTRACT FOR SERVICES
C-18-213-08-21

THIS AGREEMENT is made as of the 22nd day of, August, 2018 by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and Sobia Nasir, **M.D.** (hereinafter "Physician" and/or "Contractor") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as the provider of professional medical services for new hires (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Physician has agreed to provide New Hire Physical Exam and Urine Drug Screen (the "Services") for County.

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in compliance with federal, state, and local laws, rules and regulations and in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Physician agree as follows:

1. Contractor represents that she is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. (Exhibit "A"). If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Hidalgo County Sheriff of such suspension or revocation.

2. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the County in a form acceptable to the County. Said statement must include an itemized list of services rendered during the statement period. Upon receipt of said statement, the County shall

submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. The invoices shall be paid by County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251. Physician shall be compensated according to the fee schedule as evidenced in Exhibit "B" entitled "Fee Schedule" for the services provided to the County hereunder.

3. **Termination:** The County may terminate this contract at any time for any reason or no reason at all by providing ninety (90) days written notice. If County is unable to find a suitable replacement, Contractor agrees to continue for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

4. **Insurance:** Contractor agrees to provide professional liability insurance covering her activities in providing the services to County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code and according to Exhibit "C" entitled Insurance Requirements, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect and will notify the County immediately if any change in coverage occurs for any reason. The County shall be named as an Additional Insured under the Contractor's liability insurance policy.

5. Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

6. **Nondiscrimination:** Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964 as amended. Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

7. **Term:** The term of this Contract shall be for a period of two (2) years and shall commence

on **August 22, 2018** and end on **August 21, 2020** with the option to renew annually subject to approval by the Hidalgo County Commissioner's Court.

8. **Notice:** Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo, Texas Attention: County Judge 100 East Cano, 2 nd Floor Edinburg, Texas 78539
---------------	--

If to Contractor:	Sobia Nasir M.D 702 W University Dr. Edinburg, Texas 78539
-------------------	--

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

9. **CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISION OF THE SERVICE BY CONTRACTOR UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE CONTRACTOR, ITS AGENTS OR EMPLOYEES.**

10. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

12. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

13. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County.

14. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

15. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Contractor, and that Contractor is an independent contractor under this Contract.

16. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

17. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient

to effectuate and carry out the terms of this contract/agreement.

18. **Appendix II to CFR 200-Contract Provisions.** Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

WITNESS our hands in duplicate originals this _____ day of _____, 2018.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

PHYSICIAN:

By: _____
Sonia Nasir M.D.

Approved by Commissioners' Court on: _____

Approved as to form:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Robert Vina, Assistant District Attorney

EXHIBIT “A” PHYSICIAN PROFILE

EXHIBIT “B” FEE SCHEDULE

EXHIBIT “C” INSURANCE REQUIREMENTS