

THE STATE OF TEXAS

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COUNTY OF HIDALGO

CONTRACT FOR SERVICES
C-20-395-00-00

THIS AGREEMENT is made as of the ____ day of ____ **2020** by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (the "County") and _____ (the "Chief Physician") to serve at the pleasure of the Hidalgo County Board of Judges.

WITNESSETH:

WHEREAS, County desires to contract with a person to provide the services necessary to act as chief physician for the Judge Mario E. Ramirez, Jr. **Juvenile Justice Facility** (the "Juvenile Justice Center or "Facility") more specifically set forth hereinafter; and

WHEREAS, Chief Physician has agreed to provide the services enumerated hereinafter for the Hidalgo County Juvenile Probation Department.

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

1. Chief Physician agrees to provide to County and its Juvenile Probation Department (the "Department") the services required of a Chief Physician for the Juvenile Justice Center. These services include, but are not limited to:
 - a. Providing and maintaining a medical license under which all medical activities of the Juvenile Justice Center will take place.

- b. Providing standing delegation orders to nurse practitioners and nurses;
- c. Supervising medical procedures.
- d. Conducting physical examinations of the detainees as required by the Juvenile Justice Center.
- e. Conducting other evaluations and tests (i.e. laboratory work) on each detainee as required by the Juvenile Justice Center.
- f. Interpreting the results of any test conducted under (d) or (e) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, radiology tests (i.e. X-rays for all detainees) performed on Hidalgo County detainees involving and/or subject to tuberculosis;
- g. Oversee at the sole cost and expense of the Juvenile Justice Center, Sick Call for all detainees at the Juvenile Justice Center who require medical services. The Chief Physician will coordinate with the R.N. Supervisor and/or Infirmery Administrator, the organization of additional clinic visits by a detainee for follow-up medications, treatments and similar requirements.
- h. Chief Physician shall adopt and implement workplace guidelines concerning detainees with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of physician, clients, detainees, patients, and/or residents served.
- i. Provides consultation, hands-on treatment and other related medical services to detainees while assessing their health needs and designing treatment plans during regularly scheduled visits to Sick Call.
- j. Chief Physician shall refer detainees to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the detention center;
- k. Chief Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either the Department or the Texas Juvenile Justice Department.
- l. Chief Physician shall permit the Department and the Texas Juvenile Justice Department to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

- m. Chief Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Juvenile Justice Center;
- n. Chief Physician will order prescription medications utilizing the approved formulary drug list provided by the Juvenile Detention Center, unless such drugs are not in the best interest of the patient as is deemed by the Chief Physician;
- o. The Chief Physician agrees to provide and maintain a Texas Controlled Substance Registration Certificate listing the Juvenile Detention Centers' physical address in order to maintain and store/stock medications as needed by the Chief Physician and Juvenile Justice Center's infirmary.

2. Chief Physician's Covenants and Warranties: Chief Physician makes the following representations and warranties to County:

2.1 Licensure. Chief Physician is duly licensed to practice medicine in the State of Texas.

2.2 Suspension of License. Chief Physician has not practiced medicine in any state in which his/her license has ever been suspended or revoked.

2.3 Discipline. Chief Physician has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

2.4 Malpractice Judgment. There has never been entered against Chief Physician in a final judgment in a malpractice action having and aggregate award to the plaintiff in excess of \$10,000.00.

2.5 Settlement. No action based on an allegation of malpractice by Chief Physician has ever been settled by payment to the plaintiff on an aggregate amount in excess of \$10,000.00

2.6 Membership Denial. Chief Physician has never been denied membership or re-appointment of membership on the medical staff to any hospital, and no hospital medical staff membership or clinical privileges of Chief Physician have ever been suspended, curtailed, or revoked.

3. Payment Terms. As consideration for the above and foregoing, County agrees to pay Chief Physician the sum of \$_____per month.

4. Independent Contractor. Chief Physician must comply with all applicable laws and regulations of the State of Texas and Hidalgo County and with all Juvenile Justice Center policies. Notwithstanding the foregoing sentence, Chief Physician, at all times will act as an Independent Contractor providing the services and will not act or hold himself/herself out to third parties as an employee or agent of County in the provision of the services under this Agreement. The County shall not control how the services or the details of the services are provided and/or achieved. Chief Physician represents and maintains that he/she is an independent Contractor and is not an employee of County, the Juvenile Justice Center, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County, Juvenile Justice Center and/or any agency of County. County will not withhold income tax or Social Security tax on behalf of the Chief Physician or any of Chief Physician's partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's

compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Chief Physician will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

5. Chief Physician agrees to comply with the Title VI of the Civil Rights Act of 1964.

6. **Insurance.**

6.1 Professional Liability Insurance. At all times during the term of this Agreement, Chief Physician will carry professional liability insurance in the amount of \$ 200,00.00 at Chief Physician's expense. Chief Physician will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

6.2 Automobile Insurance. Chief Physician shall also provide proof of automobile liability insurance coverages with the limits of at least \$300,000.00/\$500,000.00 and shall include injury or death of person and property damage claims (with limits up to \$500,000.00) arising out of the services provided to County hereunder.

6.3 Optional Medical Malpractice Insurance. It is further agreed that in the event of cancellation or termination of the Agreement, the Chief Physician shall purchase the Optional Extension Period Coverage available to a physician under their medical malpractice insurance policy. Evidence of such coverage shall be immediately furnished to the County on request

by the County.

7. Indemnification

7.1 Chief Physician will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the Chief Physician's or that of any person providing services hereunder through or for the Chief Physician. Upon written notice from the County, the Chief Physician will resist and defend at his own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Chief Physician will carry proper insurance with the County as an additional named insured.

7.2 To the extent provided for by law, the County will indemnify and hold the Chief Physician harmless from any and all claims, actions, liability, or expenses (including costs such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

8. Non-Assignment. Chief Physician may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

- 9. Term.** The term of this Contract shall be for a period of two (2) years and shall commence on January 01, 2021 and end on December 31, 2023 with the County's option to renew for two (2) additional one (1) year terms at the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
- 10. Termination.** County and Chief Physician agree that either party may terminate this contract at any time for any reason or no reason at all. Chief Physician agrees to give County thirty (30) days notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Chief Physician agrees to continue as Chief Physician for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement. County may terminate this Contract with or without cause upon thirty (30) days written notice to Chief Physician.
- 11. Coverage.** Chief Physician will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Chief Physician shall remain responsible for the services at all times during the term of this Agreement. However, the parties agree that the Chief Physician may have a qualified substitute physician render the services. Chief Physician must submit the

name of the qualified physician to the County and make all necessary arrangements for the performance of services should Chief Physician not be available for a period exceeding twenty-four (24) hours. FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY. While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another physician that Chief Physician perform the services on a regular basis. Any abuse of this substitute physician provision by Chief Physician, upon reasonable determination by the County, shall result in the County having sole discretion to terminate this Agreement effective immediately.

- 12. Texas Law to Apply.** This Agreement shall be constructed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
- 13. 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:

Hidalgo County Juvenile Probation Dept.
Attention: Maryann Denner
P. O. Box 267
Edinburg, Texas 78540

If to Chief Physician:

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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

EXECUTED and effective as of the day and year first written above.

Approved by governing Board on this the ____ day of _____, 2020.

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HIDALGO COUNTY JUVENILE BOARD

Juvenile Department Overseer

By: _____
Honorable Mario E. Ramirez, Jr

Director/Chief Juvenile Probation Officer

By: _____
Maryann Denner

CHIEF PHYSICIAN:

By: _____

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Josephine Ramirez, ADA

EXHIBIT "A"

PHYSICIAN PROFILE

DRAFT

EXHIBIT "B"
FEE

DRAFT

EXHIBIT "C"
INSURANCE