

AMENDMENT 1

**AGREEMENT BETWEEN WEBB COUNTY AND DR. CARLOS ROMERO, DDS FOR THE
MODIFICATION OF THE CURRENT AGREEMENT TO BE CHANGED TO A FLAT
MONTHLY FEE BASIS**

The original Agreement which is attached and incorporated into this Amendment 1 as "Exhibit A" was approved by the Webb County Commissioners Court on April 8, 2024, and set to begin upon the signature of both parties. Said agreement began on June 25, 2024, and was filed of record on July 1, 2024, with the County Clerk's Office, by and between **WEBB COUNTY**, a political subdivision of the State of Texas (hereinafter called "County") for the benefit of the Webb County Sheriff's Office Jail Division (Jail) and **Dr. Carlos Romero, JDDS** (hereinafter called "Service Provider"), is hereby amended as set forth below:

Paragraph 2: Scope of Service. Services will include but are not limited to emergency exams performed at the Webb County Jail or at one of the local offices owned, operated, or authorized to perform medical services by the Service Provider. Service Provider will determine the appropriate schedule to perform services and will coordinate scheduled appointments with the person or persons in charge of Service Provider's Office with the Webb County Sheriff's Office Jail Division.

The Webb County Jail point of contact will be any number provided by the jail but in the event none is provided then the Service Provider or his staff may contact the Commanding Officer In Charge at the Jail by calling (956-523-4400). Service Provider may be contacted pursuant to Paragraph 6 in "Exhibit A."

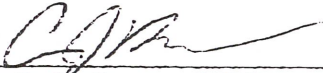
The Service Provider will provide all materials, staff, and equipment necessary for services performed at the Jail or at one of the local practices of the Service Provider. There will be no additional fees to inmates/detainees or the county for x-rays, extractions, and/or exams performed on inmates/detainees. All patient medical history, consent forms, and other paperwork will be completed prior to the transport of the patient to one of the offices. As such Service Provider will have the sole discretion to set a schedule to meet productivity goals while considering the services that need to be rendered.

Paragraph 4: Compensation. The contract work shall be charged at the end of each month with 30 days to pay the Service Provider at a monthly flat fee of Three Thousand Five Hundred Dollars (\$3,500).

Paragraph 25: Appropriations. Webb County cannot warrant that funds will be available to pay for services through the end of the current and/or any future fiscal period, and shall use the County's budgetary process to obtain funds to pay all payments in and through the end of this year's term or any future term. If our appropriations request to our commissioners court for funds is unable to pay for this agreement or is denied then this agreement may terminate on the earlier of the last day of the fiscal period or for which funds are available and have already been appropriated. Final payments will be made subject to the submission of documentation as stated in this agreement that evidences services rendered. The satisfaction of all obligations under this Amendment 1 and Exhibit A attached hereto that are required to be provided to Webb County or its representative including the return of any documentation that must be preserved by the County pursuant to federal and state laws or grant provisions will be required prior to any final disbursement of payment.

The parties agree that the remaining paragraphs found in "Exhibit A" shall remain in full force and effect to the extent not modified by this "Amendment 1" Agreement and become effective when signed by the last party whose signing makes the Agreement fully executed. Said Amendment shall cause the date of commencement to change and continue for 36 months once fully executed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 on the dates set forth below.



Dr. Carlos Romero, JDDS
Service Provider

9-3-24

Date

WEBB COUNTY

Tano E. Tijerina
Webb County Judge

Date

ATTEST:

Hon. Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

Jorge L. Trevino, Jr.
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).

State of Texas
County of Webb



This contract is made and entered into by and between COUNTY OF WEBB (COUNTY), a political subdivision of the State of Texas, acting by and through its Commissioners Court for the benefit of the Webb County Jail and Dr. Carlos Romero, JDDS ("SERVICE PROVIDER") for the dental services to be provided at the Webb County Jail.

The Purpose of this Contract is to provide dental service for the Webb County Jail that was awarded to Dr. Carlos Romero, JDDS.

Now therefore it is mutually agreed between Webb County and Dr. Carlos Romero, JDDS to perform the services as follows:

1. **Scope of Service.** SERVICE PROVIDER shall provide the COUNTY with the specialized services of a dentist at the Webb County Jail,
2. **Performance.** The SERVICE PROVIDER agrees to perform services at the Webb County Jail.
3. **Term.** The term of this contract shall commence upon both parties signing this agreement and will continue for a term of 36 months with Webb County's sole discretion to renew this contract for two additional one-year renewal terms. The work is to be performed at the Webb County Jail as specified in this contract. Until the contract is renewed the services shall continue on a month-to-month basis while a new agreement is entered into.
4. **Compensation.** The contract work shall be at a price that is reasonable to provide the SERVICE at the Webb County Jail for detainees/inmates. As such SERVICE PROVIDER will have the sole discretion to set a schedule to meet productivity goals while considering the services that need to be rendered.
5. **Billing/Invoicing.** An Invoice along with the amount billed to the Webb County Jail by the SERVICE PROVIDER shall be an itemized invoice for the work performed at the Webb County Jail. The invoice shall include the performance being billed and a general description of the work performed.
6. **Termination.** The County may terminate the performance of this contract in whole or in part with a ten (10) day advance written notice to SERVICE PROVIDER. The effective date is 10 days after the notice is sent. COUNTY agrees that SERVICE PROVIDER may fulfill their contractual agreements for all services approved by the last date of services that were submitted to Webb County Jail prior to the effective date of such notice. SERVICE PROVIDER may terminate this contract with 10 days written notice to the COUNTY and Webb County Jail. Notice is effective when delivered either by hand, U.S. mail return receipt requested, or an email that is designated below. A courtesy copy shall be sent to the Webb County Civil Legal Division:

FILED July 1st 20 24 1 @ 12:00 p.m.
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY [Signature] DEPUTY

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06-25-'24 13:17 FROM- Webb County

956-523-5838

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Webb County Attention: Webb County Sheriff 902 Victoria St. Laredo, Texas 78040 Webb County Civil Legal Division Attention: Dentist Contract Webb County Jail 1000 Houston St. 2 nd Fl Laredo, Texas 78040	DR. Carlos Romero, JDDS 956-712-0700 Office 956-337-2984 Cell 956-712-0702 Fax 2439 Monarch Laredo Tx. 78045
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7. **Indemnification.** SERVICE PROVIDER agrees that the COUNTY may not indemnify the SERVICE PROVIDER in accordance with the laws of the State of Texas. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
8. **Jurisdiction/Venue.** This contract is made subject to the charter, orders and/or ordinances of the COUNTY, as amended, and all applicable laws of the State of Texas. This contract is performable in Webb County, Texas, and venue for any legal action under this contract shall lie exclusively in Webb County, Texas; State District Court. In construing this contract, the laws and court decisions of the State of Texas shall control.
9. **Work Product.** All of SERVICE PROVIDER's work product shall remain the property of the SERVICE PROVIDER, and the SERVICE PROVIDER shall be permitted to retain copies of documented services provided to the Webb County Jail. SERVICE PROVIDER shall retain all records relating to this contract for five (5) years following termination, during which time COUNTY reserves the right to audit such records at its election.
10. **Independent Contractor.** In performing services under this contract, the relationship between COUNTY and SERVICE PROVIDER is that of an independent contractor. SERVICE PROVIDER shall exercise independent judgment in performing duties under this contract and is solely responsible for setting working hours, scheduling or prioritizing the workflow, and determining how the work is to be prepared. No term or provision of this contract shall be construed as making SERVICE PROVIDER the agent, servant, or employee of COUNTY, or making SERVICE PROVIDER or any of SERVICE PROVIDER's employees eligible for the fringe benefits, such as retirement, insurance, and worker's compensation, which COUNTY provides COUNTY employees.
11. **Prohibition Against Assignment.** There shall be no assignment or transfer of this Contract without the prior written consent of both parties hereto.

12. **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.
13. **Severability.** Each paragraph and provision hereof is severable from the entire Contract and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
14. **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.
15. **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.
16. **Rule of Construction.** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this contract, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this contract or any amendments or exhibits hereto.
17. **Immunity.** SERVICE PROVIDER and WEBB COUNTY do not waive or relinquish any immunity or defense on behalf of themselves, their trustees, assistants, technicians, departments, commissioners, council members, elected officers, employees, and agents as a result of the execution of this Contract and performance of the functions and obligations described herein.
18. **Legal Compliance.** The parties hereto agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the services contemplated under this contract. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this contract, or to cease performing any act required by this contract, this contract shall be deemed to have been modified to conform to the requirements of such law, regulation or rule.
19. **Entire Agreement.** This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Contract. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
20. **Amendment.** No changes to this Contract shall be made except upon written agreement of both parties.

- 21. Confidentiality.** Any confidential information provided to or developed by **SERVICE PROVIDER** in the performance of this Contract shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of the County, Patient, and/or Service Provider unless authorized by law to process billing and service rendered. This contract is subject to the Texas Public Information Act in accordance with Chapter 552 of the Texas Government Code however, any records protected under the Texas Medical Practice Act, HIPAA, or other privacy law shall be enforced should any records be requested by a third party.
- 22. Counterparts.** This Contract 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.
- 23. Insurance.** Commercial General Liability insurance at a minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the **SERVICE PROVIDERs** obligations contained in the contract.
- a. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
 - b. Errors & Omissions coverage may not be required for all services. If Webb County deems such coverage necessary, the following conditions will apply:
 - i. Professional Liability with minimum limits of \$1,000,000 or higher, depending on the type, size, and scope of services.
 - ii. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The **SERVICE PROVIDER** may maintain reasonable and customary deductibles, subject to approval by the Webb County.

- a. Any Sub-**SERVICE PROVIDER(s)** hired by the **SERVICE PROVIDER** shall maintain insurance coverage equal to that required of the **SERVICE PROVIDER**. It is the responsibility

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of the SERVICE PROVIDER to assure compliance with this provision. The Webb County accepts no responsibility arising from the conduct, or lack of conduct, of the Sub-SERVICE PROVIDER.

- b. A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to the Webb County.

24. Disclosure. SERVICE PROVIDER is required to immediately or timely, as the case may be, disclose to Webb County and Appropriate Texas State Agency the following:

- a. If any Person who is an employee or director of SERVICE PROVIDER is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, SERVICE PROVIDER shall provide Webb County and the appropriate State Agency timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
- b. If any Person who is an employee, subSERVICE PROVIDER, or director of SERVICE PROVIDER is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
- c. Report any actions or citations by federal, state, or local governmental agencies that may affect SERVICE PROVIDER licensure status or its ability to provide Services hereunder.

[Signature Page Follows]

Carlos J. Romero D.D.S. & Associates P.L.L.C.

2439 Monarch Drive Suite 4

Laredo, TX 78045

Telephone: 956-723-1230

Fax: 956-712-0702

FAX COVER

To: *Jorge Trevino Jr*
Civil Legal Division

Company: *Webb County*

From: *Carlos J Romero DDS*

Fax: *956-523-5978*

Notes:

Signed amendment for Dental Contract
