

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AGREEMENT BETWEEN FORT BEND COUNTY AND
MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES FY 2021**

This Agreement is entered into by and between **Fort Bend County** a body corporate and politic under the laws of the State of Texas, hereinafter "County," and **Benjamin E. Oei, M.D.** (hereinafter referred to as "Medical Director.")

I.

Medical Director hereby contracts with the County to serve as Medical Director of Fort Bend County Emergency Medical Services for the term stated below. Duties as Medical Director shall include, but not be limited to, prescribing medications and supplies to the Emergency Medical Services, authorizing and approving protocols and standing orders for the Emergency Medical Service personnel, credentialing of EMS providers and providing continuing education to the Emergency Medical Service.

II.

County has determined that this Agreement is for personal or professional services and is therefore exempt from the competitive bidding requirements pursuant to §262.024(a)(4), Texas Local Government Code.

III.

Throughout the term of this Agreement, Medical Director must maintain an unrestricted license to practice medicine in the State of Texas, duly registered in Fort Bend County. He must also maintain state and federal licenses to prescribe all classes of controlled drugs except Schedule I drugs.

IV.

Medical Director shall devote such of his time as is reasonably needed to fulfill the responsibilities and duties of the Medical Director for the Emergency Medical Services of the County under the terms of this Agreement. Such time shall not exceed twenty-eight (28) hours per month, of which twenty-four (24) hours or three eight (8) hour days will be pre-scheduled and dedicated to administrative tasks, research, emergency responses and/or training. Such days will be held on the first, second and third Tuesdays of each month or as mutually agreed to by all parties. It is understood that Medical Director will continue to engage in private medical practice when not performing duties under this Agreement.

V.

The terms of this Agreement shall commence on **October 1, 2020**, and end on **September 30, 2021**, or upon thirty (30) days written notice from either party.

VI.

Throughout the term of this Agreement, a policy of liability insurance shall remain in force at all times. The Medical Director shall be included and covered under the existing Emergency Medical Service liability

insurance policy and any future such policies. The policy shall have as a minimum limit the amount One Million and No/100 Dollars (\$1,000,000.00) per occurrence and One Million and No/100 Dollars (\$1,000,000.00) annual aggregate.

In addition, prior to commencement of Services, the Medical Director shall furnish County with properly executed certificates of insurance which shall show evidence of Workers Compensation insurance in accordance with the laws of the State of Texas and provide that such insurance shall not be cancelled, except on 30 days' prior written notice to County. Medical Director shall provide certified copies of insurance endorsements and/or policies if requested by County. Medical Director shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Medical Director shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

All Liability policies including Workers' Compensation written on behalf of Medical Director shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Medical Director warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

Medical Director shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Medical Director.

VII.

In consideration for rendering the services of Medical Director under the terms of this Agreement, the Maximum Compensation for the performance of services shall be **FIFTY THOUSAND DOLLAR AND NO/100 (\$50,000.00)**. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30)

calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Medical Director clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of **FIFTY THOUSAND DOLLAR AND NO/100 (\$50,000.00)** specifically allocated to fully discharge any and all liabilities County may incur.

VIII.

It is agreed by the parties that all times and for all purposes hereunder, Medical Director is an independent contractor and not an employee of the County. No statement contained in this agreement shall be construed as to find Medical Director an employee of the County, and Medical Director shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein or established by Departmental Policy.

IX.

Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Chief Graig Temple Emergency Medical Services 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Medical Director:	<u>Benjamin E Oei MD</u> <u>5211 Ivystone Ct</u> <u>Sugar Land, TX 77479</u>

A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

X.

It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting Medical Director (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. Medical Director is to be and shall remain an independent contractor with respect to all services performed under this agreement.

XI.

The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

XII.

Either party may terminate this Agreement at any time upon thirty (30) days written notice. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Medical Director.

XIII.

This Agreement shall be governed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.

XIV.

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

XV.

The contents of this Section are required by Texas Law and are included by County regardless of content.

Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

XVI.

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Neither party may delegate or assign any performance under this Agreement.

XVII.

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF MEDICAL DIRECTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF MEDICAL DIRECTOR OR ANY OF MEDICAL DIRECTOR’S AGENTS, SERVANTS OR EMPLOYEES.

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

BENJAMIN E. OEI, M.D.

KP George, County Judge

Benjamin Oei MD

Signature



Date

12/07/2020

Date

Reviewed by:

Jacquelyn Johnson-Minter, MD, MBA, MPH
Director and Local Health Authority

AUDITOR’S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor