

2010 AGENDA ITEM

FORT BEND COUNTY ~~FY-2009~~

COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

16
ABC

Date Submitted: 10/07/09

Submitted By: Nicole Mehrens

Court Agenda Date: 10/13/09

Department: SHERIFF

Phone Number: 281-341-4555

SUMMARY OF ITEM:

Take all appropriate action on Amendment to Agreement between Fort Bend County and Dr. William Troy Rodriguez, effective for a one-month period beginning October 1, 2009, with automatic renewal on a monthly basis.

Take all appropriate action on Amendment to Agreement between Fort Bend County and Jesse A. Reed, III, Ph.D., d/b/a AWARE/AWARE, INC., effective for a one-month period beginning October 1, 2009, with automatic renewal on a monthly basis.

Take all appropriate action on Amendment to Agreement between Fort Bend County and Dr. Letosha Gale, M.D., effective for a one-month period beginning October 1, 2009, with automatic renewal on a monthly basis.

RENEWAL AGREEMENT/APPOINTMENT YES NO
 REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDING SOURCE: Accounting Unit: Account Number:
 Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: Sheriff, Detention, Prop. 512100 63100

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Auditor (281-341-3774) | <input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587) |
| <input checked="" type="checkbox"/> Budget Officer (281-344-3954) | <input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009) |
| <input checked="" type="checkbox"/> Facilities/Planning (281-633-7022) | <input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060) |
| <input checked="" type="checkbox"/> Purchasing Agent (281-341-8642) | <input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077) |
| <input checked="" type="checkbox"/> Information Technology (281-341-4526) | <input checked="" type="checkbox"/> County Clerk (281-341-8697) |
| <input checked="" type="checkbox"/> Other: <u>Milton Wright, Sheriff</u> | <input checked="" type="checkbox"/> County Atty. (281-341-4557) |

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-20-09 2 orig's. each ret. to Nicole at Co. Attorney

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**AMENDMENT TO AGREEMENT
BETWEEN FORT BEND COUNTY AND
DR. WILLIAM TROY RODRIGUEZ**

THIS AMENDMENT to the Agreement for dental care services to inmates of Fort Bend County's Jail is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and Dr. William Troy Rodriguez, D.D.S., hereinafter referred to as "Dr. Rodriguez," authorized to conduct business in the State of Texas.

RECITALS:

WHEREAS, County and Dr. Rodriguez previously entered an Agreement for dental care services to inmates of Fort Bend County's Jail dated October 28, 2008 (hereinafter referred to as the "Agreement"), effective from October 1, 2008 through September 30, 2009. County and Dr. Rodriguez now desire to further amend said Agreement as set forth below.

AGREEMENT

For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, the County and Dr. Rodriguez hereby agree as follows:

1. This Amendment shall commence on October 1, 2009, and be effective for one (1) calendar month. As compensation for the services furnished hereunder, County will pay Dr. Rodriguez FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per calendar month. Dr. Rodriguez shall provide dental services for seven (7) hours per week, not to exceed twenty-eight (28) hours per month.
2. This Agreement shall automatically renew on a monthly basis until County provides written notice to Dr. Rodriguez of County's intent to terminate this Agreement.
3. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
4. If there is a conflict between this Amendment the Agreement, the provisions of this Amendment shall prevail.
5. This Amendment is hereby attached to the Agreement dated October 28, 2008 and incorporated by reference as if set forth herein verbatim for all purposes

IN WITNESS WHEREOF, County and Dr. Rodriguez have caused their respective duly authorized representatives to execute, seal and deliver this Amendment.

EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

Robert E. Hebert
Robert E. Hebert, County Judge
Date: 10-13-09

AGREED:
Milton Wright
Milton Wright, Sheriff

Attest:
Dianne Wilson
Dianne Wilson, County Clerk

WILLIAM TROY RODRIGUEZ, D.D.S.

William Troy Rodriguez
William Troy Rodriguez, D.D.S.
Date: 9/30/2009

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay **\$5,000.00** per month, the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit A: Original Agreement dated October 28, 2008

MER/nm: Date Amendment.Dr.Rodriguez.Sheriff.Dental Care: 3357- (09/22/09)

THE STATE OF TEXAS
COUNTY OF FORT BEND

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**AGREEMENT BETWEEN FORT BEND COUNTY
AND DR. WILLIAM TROY RODRIGUEZ**

THIS AGREEMENT, made effective this ____ day of _____, 20 __, by and between **FORT BEND COUNTY, TEXAS** (hereinafter referred to as "County"), a body corporate and politic, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code 262.011(d), and **DR. WILLIAM TROY RODRIGUEZ, D.D.S.**, a dentist in Sugar Land, Texas (hereinafter referred to as "Dr. Rodriguez").

WHEREAS, Fort Bend County is in need of a licensed dentist to provide dental services to inmates of Fort Bend County's Jail; and,

WHEREAS, Dr. Rodriguez is willing to provide the said dental services to the inmates of Fort Bend County's Jail; and

WHEREAS, the County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code;

NOW THEREFORE, it is mutually agreed by parties hereto as follows:

**I.
TERM**

1.01 The terms of this Agreement shall commence on October 1, 2008, and end on September 30, 2009, or upon thirty (30) days written notice from either party, and may be renewed annually, upon written Agreement by both parties.

**II.
SERVICES PROVIDED**

2.01 Dr. Rodriguez agrees to perform any and all necessary dental services that may be needed from time to time by the inmates of Fort Bend County's Jail.

2.02 In no event shall Dr. Rodriguez be obligated to provide in excess of fourteen (14) hours in any given calendar month.

2.03 It is understood and agreed by the parties hereto that the services to be furnished the County by Dr. Rodriguez under the provisions hereof are to be performed by the said Dr. Rodriguez in addition to his regular professional practice, and the said Dr. Rodriguez shall not be obligated under the provisions hereof to maintain any set, regular hours, nor to perform any set number of hours of services in fulfilling his obligations under the provisions of this contract, but that he shall only be obligated to perform the services necessary to fulfill his obligation as herein stated. These services are for regularly scheduled calls to the Fort Bend County Jail to hold sick call.

2.04 Any additional treatment which may be rendered by Dr. Rodriguez at his office or during a specific call to the Fort Bend County Jail to see a patient shall be charged at his regular fees and services.

**III.
BILLING AND PAYMENT**

3.01 On or about the last day of each calendar month beginning with the calendar month of October, 2008 and ending September 30, 2009 (unless the term of this contract is sooner terminated in accordance with the provisions

hereof), Dr. Rodriguez shall submit a statement for his services for such calendar month, specifying the dates and the number of hours on said dates for which services hereunder were performed.

3.02 The County shall have the right, through its authorized representative or representatives, to examine and audit the records which support the monthly billings by Dr. Rodriguez.

3.03 It is expressly understood and agreed by the parties hereto that in no event shall the County be liable to Dr. Rodriguez under this Contract in an amount in excess of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) per calendar month. It is also expressly understood and agreed to by the parties hereto that the County will pay to Dr. Rodriguez \$2,500.00 per month, regardless of the number of hours worked.

IV. INSURANCE

4.01 DR. RODRIGUEZ COVENANTS AND AGREES THAT HE WILL, AT HIS EXPENSE, MAINTAIN AT ALL TIMES DURING THE TERM OF THIS AGREEMENT, A PROFESSIONAL LIABILITY INSURANCE POLICY COVERING INJURIES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES HEREIN PROVIDED FOR, WITH COVERAGE IN THE AMOUNT OF NOT LESS THAN ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) FOR INJURIES TO ANY ONE PERSON AND NOT LESS THAN THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) FOR ANY SINGLE OCCURRENCE OF PROPERTY DAMAGE, OR IN THE AMOUNTS OF THE COUNTY'S MAXIMUM LIMITATIONS OF LIABILITY UNDER §102.003 OF TEXAS TORT CLAIMS ACT AS AMENDED, WHICHEVER IS GREATER. FURTHER, DR. RODRIGUEZ WILL PROVIDE TO THE COUNTY A CERTIFICATE OF INSURANCE EVIDENCING THE SAME WITHIN THIRTY (30) DAYS AFTER THE EXECUTION OF THIS CONTRACT.

V. COUNTY'S RESPONSIBILITY

5.01 The County agrees to furnish all supplies necessary for the dental services of the inmates of Fort Bend County's Jail. Additionally, the County will provide permanent examination charts, work records, and file cabinets to keep records for all of the inmates examined by Dr. Rodriguez.

5.02 All records will be kept in the medical department at the location where the services are performed. The records will be permanent records of all dental services rendered to the inmates.

VI. TERMINATION

6.01 Either the County or Dr. Rodriguez may terminate this Agreement, without cause, prior to the expiration of the term set forth above upon thirty (30) days written notice to the other party. Within ten (10) days after the effective date of such termination, Dr. Rodriguez shall submit his termination statement for the month in which termination occurs in the manner set out above the monthly statements.

VII. ASSIGNMENTS

7.01 Dr. Rodriguez shall not assign this Agreement without prior written approval of the County, subject to such conditions and provisions as the County may deem necessary. No such approval by the County of any assignment shall be deemed in any event or in any manner to provide for the occurrence of any obligation of the County in addition to the total agreed upon price. Approval by the County of the assignment should not be deemed a waiver of any right accrued or accruing against Dr. Rodriguez. No assignee of Dr. Rodriguez shall assign any agreement without prior written approval of the County.

VIII
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

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

8.02 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 Dr. Rodriguez (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. Dr. Rodriguez is to be and shall remain an independent contractor with respect to all services performed under this agreement.

IX
SEVERABILITY

9.01 The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

X
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

10.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

XI
SERVICES NOT PROVIDED FOR

11.01 No claim for services furnished by Dr. Rodriguez, not specifically provided in the agreement, will be allowed by the County, nor shall Dr. Rodriguez do any work or furnish any material not covered by the agreement, unless this is approved in writing by the County. Such approval shall be considered to be a modification of the agreement.

XII
WAIVER OF BREACH OF DEFAULT

12.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and Dr. Rodriguez.

XIII
COMPLIANCE WITH LAWS AND REGULATIONS

13.01 In providing all services pursuant to this contract, Dr. Rodriguez shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the County to terminate this contract immediately upon delivery of written notice of termination to Dr. Rodriguez.

XIV.
NOTICE

14.01 Any notice permitted or required to be given to Dr. Rodriguez by the County hereunder may be given by certified United States Mail, return receipt requested, postage prepaid, addressed to Dr. Rodriguez at the following address, to-wit:

William Troy Rodriguez, D.D.S.
1482 Highway 6 South
Sugar Land, Texas 77478

or to such address as Dr. Rodriguez may from time to time furnish the County. Any such change in address shall be in writing and in duplicate signed by Dr. Rodriguez and one copy thereof shall be delivered to the Commissioners Court of the County, provided the foregoing shall not prevent the giving of actual notice to Dr. Rodriguez in any manner.

14.02 Any notice permitted or required by Dr. Rodriguez to the County hereunder shall be given likewise in writing and shall be given by certified United States Mail, return receipt requested, postage prepaid, addressed to the County at the following address, to-wit:

Robert E. Hebert
Fort Bend County Judge
301 Jackson, 7th Floor
Richmond, Texas 77469

Copy to: Milton Wright
Fort Bend County Sheriff
1410 Ransom Road
Richmond, Texas 77469

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

Date: _____

10-28-08

ATTEST:

Dianne Wilson, County Clerk

WILLIAM TROY RODRIGUEZ, D.D.S.

By: _____

William Troy Rodriguez, D.D.S.

Date: _____

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay \$2,500.00 a month, the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

STATE OF TEXAS

COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**AMENDMENT TO AGREEMENT
BETWEEN FORT BEND COUNTY AND
JESSE A. REED, III, Ph.D., d/b/a AWARE/AWARE, INC.**

THIS AMENDMENT to the Agreement for psychological care services to the inmates of Fort Bend County's Jail and for profiling of prospective employees of the Fort Bend County Sheriff's Office is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and Jesse A. Reed, III, Ph.D., d/b/a AWARE/AWARE, Inc., a practitioner of clinical psychology, hereinafter referred to as "Dr. Reed," authorized to conduct business in the State of Texas.

RECITALS:

WHEREAS, County and Dr. Reed previously entered an Agreement for psychological care services to the inmates of Fort Bend County's Jail and for profiling of prospective employees of the Fort Bend County Sheriff's Office dated October 28, 2008 (hereinafter referred to as the "Agreement"), effective from October 1, 2008 through September 30, 2009. County and Dr. Reed now desire to further amend said Agreement as set forth below.

AGREEMENT

For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, the County and Dr. Reed hereby agree as follows:


1. This Amendment shall commence on October 1, 2009, and be effective for one (1) calendar month. As compensation for the services furnished hereunder, County will pay Dr. Reed THREE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$3,400.00) per calendar month. Dr. Reed shall provide psychological care services for six (6) hours per week, not to exceed twenty-four (24) hours per month.
2. This Agreement shall automatically renew on a monthly basis until County provides written notice to Dr. Reed of County's intent to terminate this Agreement.
3. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
4. If there is a conflict between this Amendment the Agreement, the provisions of this Amendment shall prevail.
5. This Amendment is hereby attached to the Agreement dated October 28, 2008 and incorporated by reference as if set forth herein verbatim for all purposes.

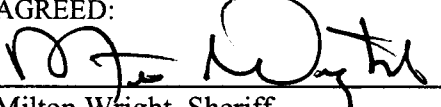
IN WITNESS WHEREOF, County and Dr. Reed have caused their respective duly authorized representatives to execute, seal and deliver this Amendment.

EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

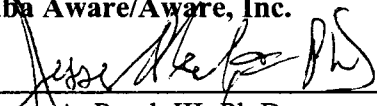
FORT BEND COUNTY:


Robert E. Hebert, County Judge
Date: 10-13-09

AGREED:

Milton Wright, Sheriff

Attest:

Dianne Wilson, County Clerk

JESSE A. REED, III, Ph.D.:
dba Aware/Aware, Inc.

Jesse A. Reed, III, Ph.D.
Date: 9-30-09



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **\$3,400.00** per month to pay the obligation of Fort Bend County under and within the foregoing contract.

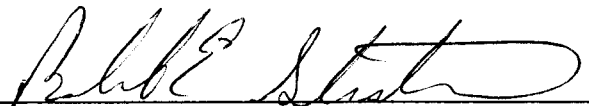

Robert Ed Sturdivant, Auditor

Exhibit A: Original Agreement dated October 28, 2008

MER/nm: Date Amendment.Dr.Reed.Sheriff.Psychological Services: 3357- (09/22/09)

STATE OF TEXAS §
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COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY
AND JESSE A. REED, III, Ph.D., d/b/a AWARE/AWARE, INC.**

This Agreement, entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court (hereinafter referred to as "County"), and Jesse A. Reed, III, Ph.D., d/b/a AWARE/AWARE, Inc., a practitioner of clinical psychology (hereinafter referred to as "Dr. Reed").

WITNESSETH:

WHEREAS, the County is in need of a licensed clinical psychologist to provide psychological care services to inmates of Fort Bend County's Jail; and

WHEREAS, the County is in need of a licensed clinical psychologist to profile prospective employees of the Fort Bend County Sheriff's Department; and

WHEREAS, Dr. Reed is willing to provide the said psychological care services to the inmates of Fort Bend County's Jail and to profile the prospective employees of the Fort Bend County Sheriff's Department; and

WHEREAS, the County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereby agree as follows:

**I.
TERM**

1.01 The terms of this Agreement shall commence on **October 1, 2008**, and end on **September 30, 2009**, or upon thirty (30) days written notice from either party.

**II.
SERVICES PROVIDED**

2.01 Dr. Reed agrees to perform any and all psychological services for inmates that may be needed from time to time by the inmates in the Fort Bend County Jail. Dr. Reed further agrees to perform any and all necessary profiling of perspective employees of the Fort Bend County Sheriff's Department under Texas Commission on Law Enforcement Officers Standards and Education that may be needed from time to time.

2.02 In no event shall Dr. Reed be obligated to provide in excess of sixteen (16) hours in any given calendar month. If Dr. Reed authorizes any other licensed clinical psychologist to perform the services under this Agreement for or on behalf of Dr. Reed, Dr. Reed shall assume all responsibilities and the risks of the authorization.

2.03 It is understood and agreed by the parties hereto that the services to be furnished to the County by Dr. Reed under the provisions hereof are to be performed by the said Dr. Reed in addition to his regular

professional duties, and the said Dr. Reed shall not be obligated under the provisions hereof to maintain any set, regular hours, nor to perform any set number of hours of service in fulfilling his obligations under the provisions of this contract, but that he shall only be obligated to perform the services necessary to fulfill his obligation as herein stated, when necessary and as necessary, irrespective of the time of performance. Provided, however, in the event of Dr. Reed's absence or inability to perform, Dr. Reed may authorize other licensed clinical psychologists to perform the services hereunder for and on behalf of Associates and Dr. Reed. Associates and Dr. Reed shall assume all risks and responsibilities as is referred to in Section 2.02 above.

III. **COUNTY'S RESPONSIBILITY**

3.01 The County agrees to furnish all supplies necessary for the psychological care services of the inmates of Fort Bend County's Jail. Additionally, the County will provide permanent examination charts, work records, and file cabinet to keep records for all of the new employees and inmates examined by Dr. Reed. All records will be kept in the Medical Department at the location where the services are performed. The records will be the permanent records of all psychological services rendered to the prospective employees and inmates.

IV. **BILLING AND PAYMENT**

4.01 On or about the last day of each calendar month beginning with the calendar month of October, and ending September, (unless the term of this contract is sooner terminated in accordance with the provisions hereof), Dr. Reed will submit a statement for his services for such calendar month, specifying the dates and number of hours on said dates for which services hereunder were performed. The County shall have the right, through its authorized representative or representatives, to examine and audit the records which support the monthly billings by Dr. Reed.

4.02 In consideration for the services to be performed by Dr. Reed, the County agrees to pay Dr. Reed a fee equal to **ONE HUNDRED EIGHTY SEVEN AND 50/100 DOLLARS (\$187.50)** times the number of hours for which services were performed during such month. Provided, however, that in no event shall the County be obligated to pay Dr. Reed for more than sixteen (16) hours in any calendar month, nor will Dr. Reed be obligated to work for the County hereunder more than sixteen (16) hours in any calendar month. The County agrees to pay such fee on or before the twentieth (20th) day of the next calendar month or the fifteenth (15th) day after receipt of Dr. Reed's statement, whichever is later.

4.03 It is expressly understood and agreed by the parties hereto that in no event shall the County be liable to Dr. Reed under this contract in an amount in excess of **THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00)** per calendar month.

4.04 In performing services hereunder Dr. Reed agrees to comply with all applicable federal, state, county and city laws, regulations, rules and ordinances.

V. **LIABILITY INSURANCE**

5.01 **JESSE A. REED, III, PH.D., D/B/A AWARE/AWARE, INC., SHALL, DURING THE ENTIRE TERM OF THIS AGREEMENT, KEEP IN FORCE AND EFFECT A PROFESSIONAL LIABILITY POLICY THAT SHALL COVER ALL SERVICES PERFORMED UNDER THIS AGREEMENT. THE POLICY SHALL BE FOR ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) FOR EACH OCCURRENCE, THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00)**

IN AGGREGATE. THE POLICY SHALL NAME THE COUNTY AND CONTAIN A CLAUSE THAT INSURER SHALL NOT CANCEL OR CHANGE INSURANCE WITHOUT FIRST GIVING THE COUNTY TEN (10) DAYS PRIOR WRITTEN NOTICE. THE INSURANCE SHALL BE IN A COMPANY ACCEPTABLE TO THE FORT BEND COUNTY ATTORNEY OFFICE AND RISK MANAGEMENT DEPARTMENT. A COPY OF THE POLICY OR CERTIFICATE OF THE INSURANCE SHALL BE DELIVERED TO THE COUNTY ON OR BEFORE THE DATE OF THIS AGREEMENT.

5.02 JESSE A. REED, III, PH.D., D/B/A AWARE/AWARE, INC., IN PROVIDING ALL SERVICES HEREUNDER AGREES TO ABIDE BY THE PROVISIONS OF ANY APPLICABLE FEDERAL OR STATE DATA PRIVACY ACT.

VI.
TERMINATION

6.01 Notwithstanding anything herein to the contrary, or that may be construed to the contrary, it is understood and agreed that if either party hereto refuses or fails to timely perform any one or more of the undertakings and obligations which are to be performed hereunder, then and in that event, the other party hereto shall have the right to terminate this Agreement upon thirty (30) days written notice to the defaulting party. Within ten (10) days after the effective date of such termination, Dr. Reed shall submit his termination statement for the month in which termination occurs in the manner set out above for monthly statements.

6.02 Either the County or Dr. Reed may terminate this Agreement, without cause, prior to the expiration of the term set forth above upon thirty (30) days written notice to the other party.

VII.
INDEPENDENT CONTRACTOR / NO CO-PARTNERSHIP

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

7.02 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 Dr. Reed (including his officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. Dr. Reed is to be and shall remain an independent contractor with respect to all services performed under this agreement.

VIII.
SEVERABILITY

8.01 The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

IX.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

9.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the

subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

X.
SERVICES NOT PROVIDED FOR

10.01 No claim for services furnished by Dr. Reed, not specifically provided in the agreement, will be allowed by the County, nor shall Dr. Reed do any work or furnish any material not covered by the agreement, unless approved in writing by the County. Such approval shall be considered to be a modification of the agreement.

XI.
WAIVER OF BREACH OF DEFAULT

11.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of Dr. Reed.

XII.
COMPLIANCE WITH LAWS AND REGULATIONS

12.01 In providing all services pursuant to this contract, Dr. Reed shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the County to terminate this contract immediately upon delivery of written notice of termination to Dr. Reed.

XIII.
NOTICES

13.01 Notices, correspondence, and all other communications shall be addressed to Fort Bend County Commissioners Court and submitted to the following representative:

To County:	Robert E. Hebert Fort Bend County Judge 301 Jackson, 7th Floor Richmond, Texas 77469	Copy to:	Milton Wright Fort Bend County Sheriff 1410 Ransom Road Richmond, Texas 77469
To Dr. Reed:	Jesse A. Reed, III, Ph.D. d/b/a AWARE/AWARE, Inc 6218 McKinstry Boulevard Houston, Texas 77085		

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below. The effective date of this Agreement is the date of the last signature hereto.



FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

Date: _____

10-28-08

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

**JESSE A. REED, III, Ph.D.,
dba Aware/Aware, Inc.**

By: _____

Jesse A. Reed, III, Ph.D.

Date: _____

10-8-08

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$36,000.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, Auditor

STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**AMENDMENT TO AGREEMENT
BETWEEN FORT BEND COUNTY AND
DR. LETOSHA GALE, M.D.**

THIS AMENDMENT to the Agreement for medical care services to inmates of Fort Bend County's Jail is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and Dr. Letosha Gale, M.D., hereinafter referred to as "Physician," authorized to conduct business in the State of Texas.

RECITALS:

WHEREAS, County and Physician previously entered an Agreement for medical care services to inmates of Fort Bend County's Jail dated October 28, 2008 (hereinafter referred to as the "Agreement"), effective from October 1, 2008 through September 30, 2009. County and Physician now desire to further amend said Agreement as set forth below.

AGREEMENT

For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, County and Physician hereby agree as follows:

1. This Amendment shall commence on October 1, 2009, and be effective for one (1) calendar month. As compensation for the services furnished hereunder, County will pay Physician EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00) per calendar month. Physician shall provide medical care services for seven (7) hours per week, not to exceed twenty-eight (28) hours per month.
2. This Agreement shall automatically renew on a monthly basis until County provides written notice to Physician of County's intent to terminate this Agreement.
3. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
4. If there is a conflict between this Amendment the Agreement, the provisions of this Amendment shall prevail.
5. This Amendment is hereby attached to the Agreement dated October 28, 2008 and incorporated by reference as if set forth herein verbatim for all purposes.

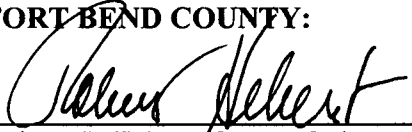
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IN WITNESS WHEREOF, County and Physician have caused their respective duly authorized representatives to execute, seal and deliver this Amendment.

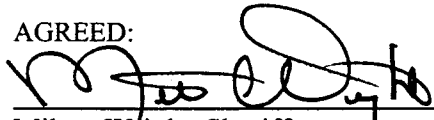
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.


FORT BEND COUNTY:



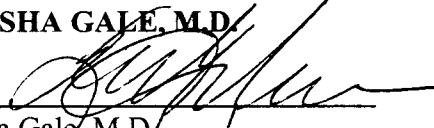
Robert E. Hebert, County Judge
Date: 10-13-09

AGREED:


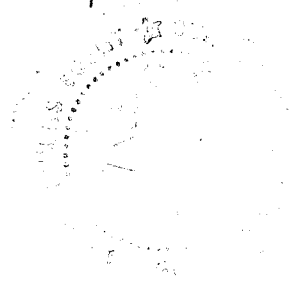
Milton Wright, Sheriff

Attest: 

Dianne Wilson, County Clerk


LETOSHA GALE, M.D.


Letosha Gale, M.D.
Date: 9/30/09



AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay \$8,000.00 per month, the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: Original Agreement dated October 28, 2008

MER/nm: Date Amendment.Dr.Gale. Sheriff.Medical Care: 3357- (09/22/09)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY
AND DR. LETOSHA GALE, M.D.**

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and Dr. Letosha Gale, M.D., hereinafter referred to as "Physician".

WHEREAS, Fort Bend County is in need of a licensed medical practitioner to provide medical care services to inmates of Fort Bend County's Jail; and

WHEREAS, Physician is willing to provide the said medical care services to the inmates of Fort Bend County's Jail; and

WHEREAS, the County has determined that this Agreement is for personal or professional services and, therefore, exempt from competitive bidding under Chapter 262, Local Government Code;

NOW THEREFORE, it is mutually agreed by parties hereto as follows:

**I.
TERM**

1.01 The terms of this Agreement shall commence on October 1, 2008, and end on September 30, 2009, or upon thirty (30) days written notice from either party.

**II.
SERVICES PROVIDED**

2.01 Subject to Section 2.02 hereof, **Physician** agrees to perform any and all necessary medical care services that may be needed from time to time by the inmates of Fort Bend County's Jail, and in a cooperative effort to supervise with the Sheriff's Department the medical officers hired by the County.

2.02 In no event shall **Physician** be obligated to provide in excess of twenty four (24) hours in any given calendar month.

2.03 It is understood and agreed by the parties hereto that the services to be furnished the County by **Physician** under the provisions hereof are to be performed by **Physician** in addition to its regular professional practice, and **Physician** shall not be obligated under the provisions hereof to maintain any set, regular hours, nor to perform any set number of hours of services in fulfilling its obligations under the provisions of this contract, but that it shall only be obligated to perform the services necessary to fulfill its obligation as herein stated. These services are for regularly scheduled calls to the Fort Bend County Jail to hold sick call.

**III.
BILLING AND PAYMENT**

3.01 As compensation for the services furnished hereunder, the County will pay **Physician** SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$6,500.00) per calendar month.

3.02 On or about the last day of each calendar month during the term hereof, **Physician** will submit a statement to the County for its services for such calendar month. The County shall pay **Physician** within thirty (30) days of the receipt of such statement.

IV.
INSURANCE

4.01 **PHYSICIAN** COVENANTS AND AGREES THAT IT WILL, AT ITS EXPENSE, MAINTAIN AT ALL TIMES DURING THE TERM OF THIS AGREEMENT, A PROFESSIONAL LIABILITY INSURANCE POLICY COVERING INJURIES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES HEREIN PROVIDED FOR, WITH COVERAGE IN THE AMOUNT OF NOT LESS THAN ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) FOR INJURIES TO ANY ONE PERSON AND NOT LESS THAN THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) FOR ANY SINGLE OCCURRENCE OF BODILY INJURY OR DEATH AND ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) FOR EACH SINGLE OCCURRENCE FOR INJURY TO OR DESTRUCTION OF PROPERTY, OR IN THE AMOUNTS OF THE COUNTY'S MAXIMUM LIMITATIONS OF LIABILITY UNDER §102.003 OF TEXAS CIVIL PRACTICE AND REMEDIES CODE, AS AMENDED, WHICHEVER IS GREATER. FURTHER, **PHYSICIAN** WILL PROVIDE TO THE COUNTY A CERTIFICATE OF INSURANCE EVIDENCING THE SAME WITHIN THIRTY (30) DAYS AFTER THE EXECUTION OF THIS CONTRACT.

4.02 **PHYSICIAN** AGREES THAT IT WILL, AT ITS EXPENSE, MAINTAIN AT ALL TIMES DURING THE TERM OF THIS AGREEMENT, INSURANCE COVERAGE FOR THE **PHYSICIAN** AND ANY PERSONNEL PROVIDED BY **PHYSICIAN** FOR ANY PERSONAL INJURY SUSTAINED WHILE PERFORMING SERVICES UNDER THE CONTRACT. SAID INSURANCE COVERAGE MUST BE IN A FORM SATISFACTORY TO COUNTY'S RISK MANAGEMENT DEPARTMENT. **PHYSICIAN** SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY AND ITS AGENCIES, SUBDIVISIONS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES OF ANY NATURE WHATSOEVER RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF **PHYSICIAN**, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

V.
COUNTY'S RESPONSIBILITY

5.01 The County agrees to furnish all supplies necessary for the medical care services for the inmates at Fort Bend County's Jail. Additionally, the County will provide permanent examination charts, work records, and file cabinets to keep records for all of the inmates examined by **Physician**.

5.02 All records will be kept in the medical department at the location where the services are performed. The records will be permanent records of all medical services rendered to the inmates.

VI.
TERMINATION

6.01 County or **Physician** may terminate this Agreement, without cause, prior to the expiration of the term set forth above upon thirty (30) days written notice to the other party. Within ten (10) days after the effective date of such termination, **Physician** shall submit its termination statement for the month in which termination occurs in the manner set out above for the monthly statements.

VII.
ASSIGNMENTS

7.01 **Physician** shall not assign this Agreement without prior written approval of the County, subject to such conditions and provisions as the County may deem necessary. No such approval by the County of any assignment shall be deemed in any event or in any manner to provide for the occurrence of any obligation of the County in addition to the total agreed upon price. Approval by the County of the assignment should not be deemed a waiver of any right accrued or accruing against **Physician**. No assignee of **Physician** shall assign any agreement without prior written approval of the County.

VIII.
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

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

8.02 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 **Physician** (including its officers, employees, and agents) the agent, representative, or employee of the **County** for any purpose, or in any manner, whatsoever. **Physician** is to be and shall remain an independent contractor with respect to all services performed under this agreement.

IX.
SEVERABILITY

9.01 The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

X.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

10.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

XI.
SERVICES NOT PROVIDED FOR

11.01 No claim for services furnished by **Physician**, not specifically provided in the agreement, will be allowed by the **County**, nor shall **Physician** do any work or furnish any material not covered by this agreement, unless this is approved in writing by the **County**. Such approval shall be considered to be a modification of this agreement.

XII.
WAIVER OF BREACH OR DEFAULT

12.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the **County** and **Physician**.

XIII.
COMPLIANCE WITH LAWS AND REGULATIONS

13.01 In providing all services pursuant to this contract, **Physician** shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the **County** to terminate this contract immediately upon delivery of written notice of termination to **Physician**.

XIV.
NOTICE

14.01 Any notice permitted or required to be given to **Physician** by the County hereunder may be given by certified United States Mail, return receipt requested, postage prepaid, addressed to **Physician** at the following address, to-wit:

Letosha Gale, M.D.
1229 Corporate Drive
Rosenberg, Texas 77471

or to such address as **Physician** may from time to time furnish the County. Any such change in address shall be in writing and in duplicate signed by **Physician** and one copy thereof shall be delivered to the Commissioners Court of the County, provided the foregoing shall not prevent the giving of actual notice to **Physician** in any manner.

14.02 Any notice permitted or required by **Physician** to the County hereunder shall be given likewise in writing and shall be given by certified United States Mail, return receipt requested, postage prepaid, addressed to the County at the following address, to-wit:

Fort Bend County Judge
Robert E. Hebert
301 Jackson, Suite 719
Richmond, Texas 77469

and

Fort Bend County Sheriff
Milton Wright
1410 Ransom Road
Richmond, Texas 77469

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

Date: _____

10-28-08

ATTEST: _____

Dianne Wilson, County Clerk

LETOSHA GALE, M.D.

By: _____

Letosha Gale, M.D.

Date: _____

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay **\$6,500.00** per month, the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor