

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

This Agreement is entered into by and between **Fort Bend County** a body corporate and politic under the laws of the State of Texas, by and through the Fort Bend County Commissioners Court, hereinafter referred to as the "County," (hereinafter referred to as "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 and providing continuing education to the Emergency Medical Service.

II.

The services provided by Medical Director are 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 be not more than twenty (20) hours per month, unless otherwise authorized by the Commissioners Court of Fort Bend County. 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, 2009**, and end on **September 30, 2010**, 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.

VII.

In consideration for rendering the services of Medical Director under the terms of this Agreement, the County shall compensate at the rate of **TWO THOUSAND EIGHTY THREE AND 34/100 DOLLARS (\$2,083.34)** per month, payable on the first County monthly pay period of each month. Upon prior approval of Commissioners Court, the Medical Director shall be paid the sum of **FIFTY AND NO/100 DOLLARS (\$50.00)** per hour for each additional hour over the above stated twenty (20) hours per month.

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.

IX.

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.

X.

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

FORT BEND COUNTY

By: _____

Robert Hebert, County Judge

Date: _____

12-15-09

ATTEST: _____

Dianne Wilson, County Clerk

EMS MEDICAL DIRECTOR

By: _____

Benjamin E. Oei, M.D.

Date: _____

11/20/2009

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **\$25,000.08** to pay the obligation of Fort Bend County under and within the foregoing contract.

Ed Sturdivant, Auditor