

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AGREEMENT FOR PROFESSIONAL SERVICES
FORT BEND COUNTY HEALTH AUTHORITY**

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 "County") and JEAN N. GALLOWAY, M.D., (hereinafter referred to as "Physician.")

**I.
DUTIES**

- 1.01 Physician hereby contracts with County to serve as the Health Authority of Fort Bend County, pursuant to Chapter 121 of the TEXAS HEALTH & SAFETY CODE. Physician shall be charged with providing necessary health-related advice, and on occasion, by enforcing the laws which protect the health of the people of Fort Bend County.
- 1.02 Physician shall implement public health laws, and/or provide professional recommendations which guide the courts and law enforcement officers as they enforce the laws.
- 1.03 Physician shall perform all duties necessary to implement and enforce any law to protect the public health and all duties prescribed by the Texas Board of Health, including but not limited to the following:
 - (A) establish, maintain and enforce quarantine within the jurisdiction;
 - (B) assist and aid the Texas Board of Health in all matters of local quarantine, suppression, birth and death statistics, and general sanitation within the jurisdiction;
 - (C) report to the Texas Board of Health in such a manner and form and at times as it shall prescribe the presence of contagious infections and dangerous epidemic diseases within the jurisdiction;
 - (D) report to the Texas Board of Health on all matters as may be proper for the Texas Board of Health to direct; and,
 - (E) aid the Texas Board of Health at all times in the enforcement of proper rules, regulations, requirements, and ordinances and in the enforcement of all sanitation laws, quarantine regulations and vital statistics collections in the jurisdiction.
- 1.04 Physician's clinic duties shall also include:
 - (A) Diagnosis and treatment of tuberculosis (TB) patients;
 - (B) Oversight of patient treatment by nurses for sexually-transmitted diseases (STDs), as well as consultation with clinic nurses, community physicians and Texas Centers for Infectious Diseases (TCID) physicians regarding TB patients, as needed;
 - (C) General medical oversight of clinic nurses and clinic functions; immunizations, disease contact investigations and related drug prescribing, as required; "reportable conditions" investigation and reporting, and assisting with disease outbreak control, as required.
 - (D) Quality Assurance/Quality Improvement activities, including updating clinical protocols yearly and conducting and/or participating in medical record reviews, clinical cohort reviews, TB case management meetings, etc.
- 1.05 Physicians regularly scheduled activities shall include: TB clinic one (1) day every two (2) weeks and Quality Assurance/Quality Improvement meetings one (1) afternoon every two (2) weeks.

II. TERM

- 2.01 The terms of this Agreement shall commence on March 1, 2011 and shall continue thereafter on a monthly basis until County provides thirty (30) days written notice of termination to Physician. Physician may terminate by providing thirty (30) days written notice to County.
- 2.02 Physician shall devote such of her time as is reasonably needed to fulfill the responsibilities and duties of the Health Authority of Fort Bend County under the terms of this Agreement. It is understood that Physician will continue to engage in private medical practice when not performing duties under this Agreement.

III. LICENSE

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

IV. COMPENSATION

As consideration for rendering the services of Physician under the terms of this Agreement, County shall compensate Physician at the rate of \$1,800.00 per calendar month, payable in arrears on the last day of each month. Upon prior approval of County Judge, Physician shall receive an additional amount of \$75.00 per hour in the event significant events occur in the area of public health that necessitate additional services of Physician. Physician use of personal vehicle for services provided under this Agreement will be reimbursed at the current rate/mile set by Commissioners' Court and subject to the Fort Bend County Travel Policy.

V. INSURANCE

Throughout the term of this Agreement, County shall obtain and maintain for Physician, at County's sole cost and expense, a policy of professional liability insurance or medical malpractice insurance. Such policy shall remain in force at all times during the term of this Agreement and shall provide coverage to Physician for services provided under this Agreement as Health Authority of Fort Bend County, Texas. Any policy provided under this Agreement shall not be applicable for services provided beyond the scope of this Agreement.

VI. INDEPENDENT CONTRACTOR

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 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. 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.

**VII.
MISCELLANEOUS**

- 7.01 The services provided by Physician are exempt from the competitive bidding requirements pursuant to § 262.024(a)(4), Texas Local Government Code.
- 7.02 This Agreement shall be governed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.
- 7.03 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to District or Contractor at the addresses set forth below.
- 7.04 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Physician:

Jean N. Galloway, M.D.
10206 Balmforth Lane
Houston, Texas 77096

If to County notice must be sent to:

Fort Bend County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

**VIII.
EXECUTION**

This Agreement shall become effective on the date executed by County.

FORT BEND COUNTY

By: _____

Robert Hebert, County Judge

Date: _____

2-22-2011

ATTEST: _____

Dianne Wilson, County Clerk

PHYSICIAN

By: _____

Jean N. Galloway, M.D.

Date: _____

02/18/2011

AUDITOR'S CERTIFICATE

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

Ed Sturdivant, Auditor

