

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR TB PHYSICIAN PROFESSIONAL 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 "County") and JEAN N. GALLOWAY, M.D., (hereinafter referred to as "Physician.")

**I.
DUTIES**

- 1.01 Physician hereby enters into an Agreement with County to provide Professional Services as described below:
- A. Physician's duties under this Agreement shall include: (A) Diagnosis and treatment of tuberculosis (TB) patients; (B) Oversight of patient treatment by nurses, as well as consultation with clinic nurses, community physicians and Texas Center for Infectious Diseases (TCID) physicians regarding TB patients, as needed; (C) Quality Assurance/Quality Improvement activities, including updating TB clinical protocols yearly and conducting and/or participating in medical record reviews, clinical cohort reviews, TB case management meetings, etc.
 - B. Physician's 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 upon execution of County 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 Professional Services under the terms of this Agreement. It is understood that Physician may 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. Physician 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 \$2,000.00 per calendar month, including all expenses, if any, payable in arrears on the last day of each month.

**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 Professional Services provided under this Agreement. 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

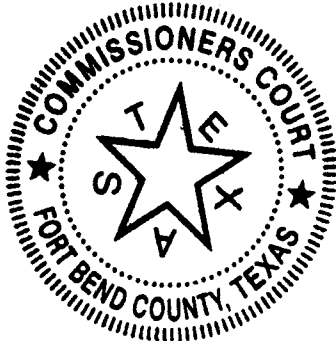
Date: _____

10-8-2013

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk



PHYSICIAN

By: _____

Jean N. Galloway, M.D.

Date: _____

10/02/2013

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 24,000.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

Ed Sturdivant
Ed Sturdivant, Auditor

MER/:HHS/Health Authority Agreement.2750.2013