

STATE OF TEXAS

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COUNTY OF FORT BEND

**AMENDMENT TO AGREEMENT FOR COLONOSCOPY SERVICES**

This AMENDMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, ("County"), and Dr. Gregory Shannon ("Contractor").

WHEREAS, the parties have executed and accepted that certain Addendum to Agreement For Colonoscopy Services on October 8, 2014 and Agreement For Colonoscopy Services on July 22, 2014, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Terms of Service:

- 1. The Agreement will terminate on September 30, 2016.

All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect and for the term of Agreement. If there is a conflict between this Addendum and the Agreement for Colonoscopy Services, the provisions of this Addendum shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

CONTRACTOR

*Robert Hebert*

*Gregory Shannon MD*

Robert Hebert, County Judge

Gregory Shannon, MD

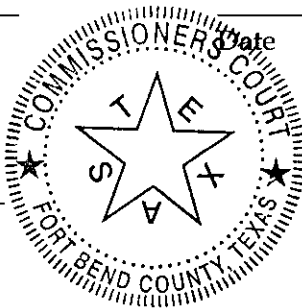
10-27-15

Date

ATTEST:

*Laura Richard*

Laura Richard, County Clerk



(SEAL)

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 99,200.00 are available to pay the obligation of Fort Bend County within the foregoing Amendment.

*Robert Ed Sturdivant*

Robert Ed Sturdivant, County Auditor

AGENDA ITEM 42

ARF-15805

**REGULAR SESSION AGENDA**

**Health & Human Services**

**Meeting Date:** 10/28/2014

1115 Waiver - Dr. Shannon Contract Addendum

**Submitted By:** Ninfa Vasquez, Health & Human Services

**Department:** Health & Human Services

**Type of Item:** Consent

**Renewal Agreement/** Yes

**Reviewed by County** Yes

**Appointment:**

**Attorney's Office:**

**Multiple Originals Y/N?:** No

**Information**

**SUMMARY OF ITEM**

Please accept and sign the agreement between Fort Bend County and Dr. Shannon of Gastroenterology Associates of Texas for 1115 Waiver Colonoscopy Services in the amount of \$99,200.00. Contract Term: October 1, 2014 - September 30, 2015.  
(Funding: 100635999-63000/G635-12COSC-22400)

**SPECIAL HANDLING**

**Fiscal Impact**

**ACCTG UNIT or GRANT/PROJ NAME:** 100635999 - 63000

**ACCT NAME or GRANT/PROJ ACTIVITY:** G635-12COSC -22400

**BUDGETED Y/N:** Yes

**FISCAL SUMMARY:**

**Attachments**

**Contract Addendum - Dr.Shannon**

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND         §

ADDENDUM TO AGREEMENT FOR COLONOSCOPY SERVICES

This Addendum is entered into on the 8 day of October, 2014 by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and Dr. Gregory Shannon (the "Contractor").

**WHEREAS**, the parties have executed and accepted that certain AGREEMENT FOR COLONOSCOPY SERVICES (the "Agreement," attached as Exhibit A) on or about July 22, 2014; **AND**

**WHEREAS**, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:

- 1) The Agreement for Colonoscopy Services is hereby renewed for an additional one year period beginning on October 1, 2014 and will terminate on September 30, 2015.
- 2) County shall pay Contractor an amount not to exceed sixteen hundred dollars and no/100 (\$1600.00) per Colonoscopy performed, for a total not to exceed amount of ninety-nine thousand two hundred dollars and no/100 (\$99,200.00) for the 2014-15 renewal term.
- 3) All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect and for the term of Agreement. If there is a conflict between this Addendum and the Agreement for Colonoscopy Services, the provisions of this Addendum shall prevail with regard to the conflict.

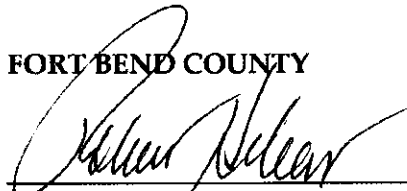
*Execution page follows*

*Remainder left blank*

Exhibit A

IN WITNESS WHEREOF, the parties put their hands to this Addendum on the dates indicated below.

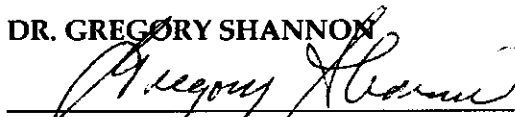
FORT BEND COUNTY



Robert E. Hebert, County Judge

Date: 10-28-2014

DR. GREGORY SHANNON



Gregory Shannon, MD

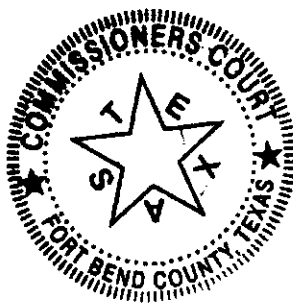
Date: 10/8/2014

ATTEST:



Dianne Wilson, County Clerk

(SEAL)



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$99,200.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

  
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: AGREEMENT FOR COLONOSCOPY SERVICES

STATE OF TEXAS            §  
  §  
COUNTY OF FORT BEND    §

**AGREEMENT FOR COLONOSCOPY SERVICES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Dr. Gregory Shannon, (hereinafter "Contractor"), an individual authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, County desires that Contractor provide colonoscopy services related to the Colonoscopy Screening Project (hereinafter "Services"); and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

**Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

**Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is forty thousand dollars and no/100 (\$40,000). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 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.

**Section 4. Limit of Appropriation**

4.1 Contractor 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 forty thousand dollars and no/100 (\$40,000), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed forty thousand dollars and no/100 (\$40,000).

**Section 5. Term**

The term of this Agreement shall begin upon execution by the last party hereto and end on September 30, 2014.

**Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 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.

6.3 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.

**Section 7. Termination**

**7.1 Termination for Convenience**

7.1.1 Either party may terminate this Agreement at any time upon thirty (30) days written notice.

**7.2 Termination for Default**

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 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 Contractor.

**Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

**Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

**Section 10. Insurance**

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor 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, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability for Medical Malpractice with limits of not less than \$200,000 each occurrence and \$600,000 in the annual aggregate.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor 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 that work under the Agreement is completed.

**Section 11. Indemnity**

**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 CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

**Section 12. Confidential and Proprietary Information**

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise

County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

### **Section 13. Independent Contractor**

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Section 14. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 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: Fort Bend County Department of Health and Human Services  
4520 Reading Road, Suite A-100  
Rosenberg, Texas 77471

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Contractor: Dr. Gregory Shannon  
17510 West Grand Parkway South, Suite 220  
Sugar Land, Texas 77479

14.3 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:

14.3.1 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.

14.3.2 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.

**Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish

County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Performance Warranty**

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Section 17. Assignment**

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

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.

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section 23. Captions**

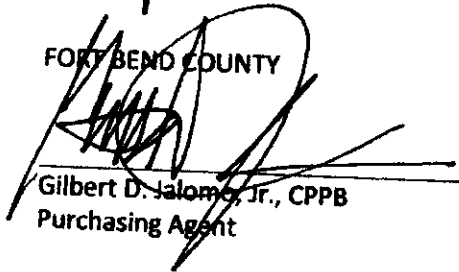
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 22 day of July, 2014.

FORT BEND COUNTY

  
Gilbert D. Jalome, Jr., CPPB  
Purchasing Agent

DR. GREGORY SHANNON

  
Authorized Agent- Signature

GREGORY SHANNON  
Authorized Agent- Printed Name

M.D.  
Title

\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 40,000.<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

  
\_\_\_\_\_  
Robert Edward Sturdivant, County Auditor

3.15.14

Dr. Shannon is in agreement of a fee of \$1600 per colonoscopy exclusively for the dept of human services of Fort Bend.

That includes all fees for

Pre-procedure screening by the nurses

- Any contact with the doctor prior to the procedure date

. Prep medication

. Anaesthesia

. Procedure

. Pathology (regardless of extent of findings, i.e. # of polyps removed)

. Post procedure report and recommended follow up guidelines

Thanks  
wesley Shannon



TEXAS MEDICAL LIABILITY TRUST  
 P.O. Box 160140, Austin, Texas 78716  
 "A health care liability claim trust created by the Texas Medical Association"

Exhibit A

**THIS IS A CLAIMS-MADE POLICY**

**DECLARATIONS PAGE**

POLICY NO. 1-402182

NAMED INSURED (including address) Gregory Lance Shannon, MD 17510 West Grand Pkwy. South Ste. 220 Sugar Land, TX 77479	NAMED INSURED IS A: Solo Professional Association
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POLICY PERIOD	beginning and ending at 12:01 a.m. at above stated address	FROM	08/25/2013	TO	08/25/2014
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**PROFESSIONAL LIABILITY COVERAGE**  
 Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

COVERAGE	LIMITS OF LIABILITY		PREMIUM
A Professional Liability	each claim \$ 200,000	all claims \$ 600,000	
M Deductible (Refer to Endorsement)	\$ 0		\$0.00
C Professional Premises Liability	each premises occurrence \$200,000	premises aggregate \$200,000	\$0.00
D Vicarious Liability	no additional limits		\$0.00

**TOTAL PREMIUM**

TYPE OF COVERAGE	CLAIMS-MADE	RETROACTIVE DATE	08/25/2006
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Class	2	Principal Practice	82274	GASTROENTEROLOGY
Territory	II	County	FORT BEND	

**FORMS & ENDORSEMENTS** PICM0106 (revised to PICMrpt0709), 98, 97, 96, 60, 42, 4, EPLI

<b>CREDITS INCLUDED ABOVE</b>	
Experience Discount	-\$1,137.00

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: 06/25/2013  
 Countersigned By: *John D. [Signature]*

Authorized Representative of  
 Texas Medical Liability Trust

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.