

## INDEPENDENT CONTRACTOR'S AGREEMENT AND RELEASE

THIS INDEPENDENT CONTRACTOR'S AGREEMENT AND RELEASE (the "Agreement") is made between Fort Bend County, Texas and \_\_\_\_\_, (the "Independent Contractor") and the Parties agree as follows:

**Section 1, Services:** Independent Contractor is engaged to render services to the Fort Bend County District Attorney's Office (the "Office") as a blood technician or phlebotomist. The Independent Contractor will be available to perform, and will perform blood venipuncture, and any other related services ("Services") ordered by a court of competent jurisdiction. The Independent Contractor shall perform said services at the request of the Office or a peace officer, safely and according to recognized medical procedures and shall maintain all professional licenses and certifications necessary for performance hereunder. The Parties shall, in furtherance of this Agreement, maintain confidentiality of records in compliance with any applicable standards of state or federal law. The Independent Contractor shall comply with all specifications and procedures as established by the Office, including without limitation, standards relating to security. Any confidential and privileged information that may be obtained in connection with the performance of Services under this Agreement shall be held strictly confidential and disclosed only as directed by the Office. The release of privileged medical or criminal information without a court order or other legal authorization may constitute a criminal offense. The Independent Contractor acknowledges that he/she has no right to or interest in her/his work or product resulting from the Services performed hereunder. At the termination of this Agreement, by the terms provided herein, the Independent Contractor shall turn over to the Office any tangible materials that the Office provided in connection with the performance of services, and any other materials that the Independent Contractor may possess in connection with the performance of services.

**Section 2, Compensation:** In full consideration for the performances of Services hereunder, and for any rights granted or relinquished by the Independent Contractor under this Agreement, the Office shall pay the Independent Contractor Fifty Dollars (\$50.00) per hour spent with the Office in preparation for or the performance of Services. Payment will be rendered within 30 days after receipt of an invoice by the County Auditor with all supporting documentation, as may be requested by the County Auditor or the Office. Payment may be withheld until the County Auditor receives all documentation, including a W-9 form. Mail invoices to the attention of the County Auditor at 301 Jackson ST, Richmond, TX 77469. This Agreement shall not pay the Independent Contractor more than \$9,200 during the term of this contract, subject to approval by the Texas Department of Transportation.

**Section 3, Termination:** This Agreement shall be effective from the date Services are commenced until September 30, 2021. This Agreement may be terminated by either party upon thirty (30) days prior notice if the other party breaches or is in default of any obligation hereunder and such default is not cured within such thirty (30) day period; or by the Office at any time during the term for any reason (or no reason).

**Section 4, Independent Contractor Relationship and Confidentiality:** The Independent Contractor agrees that this Agreement does not create any actual or apparent agency, partnership, franchise, or employment relationship between the parties. Further, the Independent Contractor shall not be an employee of the County or the Office and shall not be entitled to participate in any of the benefits provided to employees of the County or the Office. The Independent Contractor is not authorized to enter into or commit the County or the Office to any agreements, shall not represent itself as the agent or legal representative of the County or the Office, shall not,

without prior written consent, use the Office's name in any promotional literature or publish any articles relating to the County, the Office, this Agreement, or the Services rendered.

**Section 5, Damages and Remedies:** In the event of termination of this Agreement by the Office or the County, the County shall have all remedies available to it at law and in equity. In the event that Independent Contractor terminates this Agreement, and provided that Independent Contractor is not in material breach of its obligations hereunder, the Independent Contractor shall be entitled to keep all monies already paid pursuant to Section 2 and collect all monies due for Services previously rendered and for which supporting documentation has been provided. The Independent Contractor waives any and all right to injunctive relief in the event of any dispute with Fort Bend County or the Office.

**Section 6, Release and Indemnification:** THE INDEPENDENT CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS FORT BEND COUNTY, THE OFFICE, ITS SUBSIDIARIES, AND AFFILIATES, AND THEIR OFFICERS AND EMPLOYEES, FROM ANY DAMAGES, CLAIMS, LIABILITIES, AND COSTS INCLUDING REASONABLE ATTORNEY'S FEES, OR LOSSES OF ANY KIND OR NATURE WHATSOEVER ("LOSS") WHICH MAY IN ANY WAY ARISE FROM THE SERVICES PERFORMED BY THE INDEPENDENT CONTRACTOR HEREUNDER. FORT BEND COUNTY SHALL RETAIN CONTROL OVER THE DEFENSE OF, AND ANY RESOLUTION OR SETTLEMENT RELATING TO, SUCH LOSS. THE INDEPENDENT CONTRACTOR SHALL COOPERATE WITH MONTOMGERY COUNTY AND THE OFFICE AND PROVIDE REASONABLE ASSISTANCE IN DEFENDING SUCH CLAIM. FURTHERMORE, FORT BEND COUNTY AND THE OFFICE SHALL NOT BE LIABLE FOR INJURY, LOSS OR DEATH OCCURING TO THE INDEPENDENT CONTRACTOR IN THE COURSE OF PERFORMING UNDER THIS AGREEMENT.

Fort Bend County, Texas

Independent Contractor

\_\_\_\_\_  
By: Brian M. Middleton  
District Attorney  
Fort Bend County

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

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