

LETTER OF AGREEMENT  
between  
Comal County, Texas  
and  
Dorothy Overman, M.D.  
for  
HEALTH AUTHORITY SERVICES

AGREEING PARTIES

Dorothy Overman, M.D., a physician licensed to practice medicine in the State of Texas, hereinafter called "Physician", and Comal County, Texas, a political subdivision of the State of Texas, hereinafter called "County", do hereby agree as follows:

SERVICES

For the sum of \$12,000.00 per annum, payable by County to Physician in equal monthly installments. Physician will serve as the County Health Authority regarding medical matters that are addressed by the County Public Health Director, or her authorized agents, Environmental Health and Environmental Enforcement offices while those offices are acting in their capacity of administering various public health, environmental health and environmental enforcement programs and responsibilities. Physician will serve as the resource person and liaison with the medical community to assist the referenced offices in developing programs and solving problems.

Physician will provide direct medical care for economically disadvantaged children in need of immediate medical treatment, as referred by the County Public Health Director.

Physician will serve in the capacity of "County Health Authority" for Comal County, as described in various state laws and Department of Health regulations, including but not limited to Chapter 121 of the Texas Health and Safety Code.

STANDARDS

Physician shall perform her duties in accordance with the ethical requirements of her profession and all applicable federal, state and local laws, regulations and ordinances.

PROFESSIONAL LIABILITY INSURANCE

Physician shall be required to maintain in force a policy of medical malpractice insurance of \$100,000 per occurrence and \$300,000 annual aggregate. Failure to maintain said insurance shall be a condition of default and County may immediately terminate this agreement. Physician agrees to furnish a certificate of insurance to County of the beginning date of this agreement and

to furnish proof thereof at any other reasonable time.

#### PAYMENTS

County shall pay Physician on the first day of each month following the performance of services.

#### TERMS OF AGREEMENT

The term of this Agreement shall be for twenty-four (24) months, from the 1<sup>st</sup> day of October 2016 to the 30<sup>th</sup> day of September 2018. The failure of the County to appropriate funds for this Agreement in any given fiscal year shall terminate this agreement, without further recourse to either party. Either party may terminate this agreement by giving thirty (30) days' notice to the other party at the address listed below:

Dorothy Overman, M.D.  
774 Landa Street  
New Braunfels, TX 78130

Comal County Judge  
150 N. Seguin Avenue  
New Braunfels, TX 78130

#### RELATIONSHIP OF PARTIES

Physician shall be an independent contractor and not an employee of the County under this Agreement. Physician shall not act as the agent, legal representative, joint venture or partner of the County for any purpose whatsoever and is not authorized to make any contract, agreement, warranty or representation on behalf of the County.

#### NON-DISCRIMINATION

No person shall discriminate in the performance of this Agreement on the basis of race, color, religion, creed, national origin, sex, age, handicap or the ability to pay. All parties to this Agreement shall comply with the regulations promulgated by the Texas Department of Health, pursuant to the Title VI of the Civil Rights Act of 1976 (45 D.F.R. Part 80). All parties to this Agreement shall comply with the Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations.

#### AMENDMENTS

This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated in this Agreement.

#### GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the law of the State of Texas. Exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas.

ENTIRE AGREEMENT

This Agreement shall supersede any and all agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement, which is not contained herein, shall be valid or binding.

SEVERABILITY

If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the application of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

RELEASE AND INDEMNITY

Physician agrees to release, indemnify and hold harmless Comal County and its respective officials, officers, agents and employees, from any claim or cause of action whatsoever, which may arise, in whole or in part, from any act or omission by Physician, his agents, servants or employees.

IMMUNITY

Comal County and its officers, directors, employees and agents do not waive any sovereign or governmental immunity available to the County under Federal or Texas law and do not waive any available defenses or remedies at law under Federal or Texas law.

Executed in New Braunfels, Comal County, Texas, on the day and year first written below.

APPROVED and signature of County Judge authorized this \_\_\_\_ day of September, 2016, by Commissioners Court acting in open session.

\_\_\_\_\_  
Dorothy Overman, M.D.

\_\_\_\_\_  
Hon. Sherman Krause, County Judge

ATTEST: \_\_\_\_\_  
HON. Bobbie Koepf,  
County Clerk