



October 13, 2023

555 W Walker St.
League City, Texas 77573

RE: Letter of Agreement

Dear Tamara Boegler:

Thank you for choosing Kelsey-Seybold Medical Group, PLLC (“Kelsey-Seybold”) as your healthcare provider. This Letter of Agreement (“Agreement”) is entered into between **Kelsey-Seybold** and **City of League City Fire Department** (the “Company”). Kelsey-Seybold and the Company may sometimes hereinafter be referred to individually as a “Party” or jointly as the “Parties”.

1. Provision of Services.

The services Kelsey-Seybold will provide to the Company pursuant to this Agreement are identified in **Exhibit A** (“Services”). Kelsey-Seybold agrees to provide Services to the Company’s eligible employees, as identified by Company, (“Employees”) in a manner consistent with professionally recognized standards of healthcare.

2. Fees and Billing.

If applicable, Kelsey-Seybold will invoice the Company within thirty (30) days of the date Kelsey-Seybold provides Services. The Company shall pay Kelsey-Seybold within thirty (30) days of receipt of an invoice. Fees for Services and payment options shall be set forth in **Exhibit B**. The Company acknowledges that Kelsey-Seybold may change the fees in **Exhibit B** upon thirty (30) days’ advance notice.

3. Term.

This Agreement shall become effective on the date the Company signs below and shall continue in effect for a term of one (1) year from such date. Upon expiration of the initial term this Agreement shall automatically renew for successive additional one (1) year terms unless either party provides notice of termination as provided in this Agreement.

4. Termination.

Either Party to this Agreement may terminate this Agreement without cause at any time upon thirty (30) days advance written notice, in accordance with the notice provision of this Agreement, to the other Party. In the event of termination, the Company shall remain liable for payment for all Services provided by Kelsey-Seybold prior to the termination. In addition, Kelsey-Seybold shall have the right to suspend Services under this Agreement immediately upon written notice to the Company in the event the Company fails to comply with payment terms herein.

5. Relationship of the Parties.

This Agreement creates an independent contractor relationship between Kelsey-Seybold and the Company solely for the purpose of the arrangement for and provision of Services to Employees; and this Agreement shall not constitute the formation of a partnership, joint venture, employment relationship, or master-servant relationship between Kelsey-Seybold and the Company.

6. Notice.

All notices required or permitted to be given under this Agreement shall be in writing and shall either be delivered personally to a responsible agent of the Party, e-mailed to an address identified below with return receipt, or mailed via registered or certified mail below. Either Party may at any time change the address for notices by delivering or mailing a notice setting forth the changed address. Any notice hereunder shall be deemed effective when personally delivered or when deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid, addressed as provided below:

- a. Notices to Kelsey-Seybold shall be addressed to:
Chad Jones
chad.jones@kelsey-seybold.com
832-577-1466
11511 Shadow Creek Parkway
Pearland, TX 77584

- b. Notices to the Company shall be addressed to:
Tamara Boegler
tamara.boegler@leaguecitytx.gov
281-554-1481
555 W Walker St.
League City, Texas 77573

- c. Kelsey-Seybold will remit invoices to the following email address.
tamara.boegler@leaguecitytx.gov

7. Confidentiality.

Kelsey-Seybold shall maintain the privacy and security of individually identifiable patient health information of all Employees in accordance with relevant federal and state laws and regulations, including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 and regulations on patient privacy promulgated pursuant thereto, including 45 C.F.R. Parts 160 and 164, and agree to take such actions as necessary in connection therewith. All medical records developed by Kelsey-Seybold in connection with the Services performed under this Agreement shall be the property of Kelsey-Seybold and shall be retained by Kelsey-Seybold during the term of this Agreement and thereafter for a period of years as required by state and federal law.

8. Entire Agreement.

This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding relating to the subject matter to this Agreement. Except as provided herein, no part of this Agreement may be changed, modified, amended, or supplemented except in a written document, signed by both Parties. Each Party acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind, except as is expressly described in the Agreement.

9. No Exclusivity.

This Agreement does not grant Kelsey-Seybold an exclusive privilege or right to supply Services to the Company. The Company makes no representations or warranties as to a minimum or maximum procurement of Services hereunder.

10. Severability.

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

11. Governing Law.

The validity, interpretation and effect of this Agreement shall be determined under Texas law. All actions arising directly or indirectly as a result or in consequence of this Agreement shall be instituted and litigated only in courts having jurisdiction in Harris County, Texas.

We appreciate the opportunity to provide Services to your Employees and look forward to working with you.

Sincerely,

Agreed and accepted,

City of League City Fire Department

By: _____

Name: _____

Title: _____

Date: _____

EXHIBITS

Exhibit A & B – SERVICES TERMS and FEES

City of League City Fire Department	
Services (Exhibit A)	Fee (Exhibit B)
Physical Exam & Medical History	\$250.00
Vision Screening (distance, near, peripheral, & color) (common visual disorders)	\$8.33
Audiogram	\$31.47
Spirometry & Reading (Pulmonary Function Test)	\$93.48
Stress EKG (Treadmill)	\$199.91
Lipid Panel (Total cholesterol, HDL, LDL & Triglycerides)	\$45.18
Complete Blood Count (CBC)	\$26.61
Comprehensive Metabolic Panel (CMP)	\$35.62
Total Price	\$690.60

Optional Services (Approved Add-ons)	
Electrocardiogram (EKG) (Optional); 40+ yrs.	\$44.42
Chest Radiographs (2-view) (Optional)	\$100.50
Hep B Surface Antibody (Optional)	\$36.23
PSA (Prostate-Specific Antigen) Male Patient (Optional)	\$62.02
Non- DOT Drug Screen, extended 10 panel	\$50.00
Immunizations	
Hep B Heplisav-B Vaccine (2 Dose Series) (Optional)	\$270.30
TB Skin Test (Optional)	\$20.27