



# CITY OF PLANO COUNCIL AGENDA ITEM

|  |                                 |                                  |  |                         |                |
|--|---------------------------------|----------------------------------|--|-------------------------|----------------|
| <b>CITY SECRETARY'S USE ONLY</b>   |                                 |                                  |  |                         |                |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory   |                                 |                                  |  |                         |                |
| Council Meeting Date:  |                                 | August 25, 2014                  |  |                         |                |
| Department:  |                                 | Environmental Health             |  |                         |                |
| Department Head  |                                 | Jamey Cantrell                   |  |                         |                |
| Agenda Coordinator (include phone #): <b>Nancy Corwin X7137</b>  |                                 |                                  |  |                         |                |
| <b>CAPTION</b>   |                                 |                                  |  |                         |                |
| <p>A Resolution of the City Council of the City of Plano, Texas, approving the appointment of the Health Authority for the City of Plano in accordance with Section 121.033 of the Texas Health and Safety Code; approving the Agreement between the City of Plano and Allan R. deVilleneuve, M.D. for Professional Services; and providing an effective date.</p>   |                                 |                                  |  |                         |                |
| <b>FINANCIAL SUMMARY</b>   |                                 |                                  |  |                         |                |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP  |                                 |                                  |  |                         |                |
| FISCAL YEAR:   | <b>2014-15 thru<br/>2015-16</b> | <b>Prior Year<br/>(CIP Only)</b> | <b>Current<br/>Year</b>                            | <b>Future<br/>Years</b> | <b>TOTALS</b>  |
| Budget   |                                 | 0                                | 0  | 12,000                  | <b>12,000</b>  |
| Encumbered/Expended Amount   |                                 | 0                                | 0  | 0                       | <b>0</b>       |
| This Item  |                                 | 0                                | 0  | -12,000                 | <b>-12,000</b> |
| BALANCE  |                                 | 0                                | 0  | 0                       | <b>0</b>       |
| <b>FUND(s):    GENERAL FUND</b>  |                                 |                                  |  |                         |                |
| <p><b>COMMENTS:</b> Funding for this Resolution will be included in the FY 2014-15 Budget. Expenditures will be made in the Health Department based on need for professional services within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2014-15 is \$6,000 and the estimated annual amount to be spent in FY 2015-16 is \$6,000.</p> <p><b>STRATEGIC PLAN GOAL:</b> Providing Professional Services for the Health Department relates to the City's goal of Partnering for Community Benefit.</p> |                                 |                                  |  |                         |                |
| <b>SUMMARY OF ITEM</b>   |                                 |                                  |  |                         |                |
| <p>Approval of the appointment of the Health Authority for the City of Plano, a Professional Services Agreement with Allan R. deVilleneuve, M.D. in the amount of \$12,000. The term of the contract shall be a period of two years beginning on October 9, 2014 and ending on October 9, 2016.</p>  |                                 |                                  |  |                         |                |
| List of Supporting Documents:  |                                 |                                  | Other Departments, Boards, Commissions or Agencies |                         |                |
| Resolution, Professional Services Agreement  |                                 |                                  |  |                         |                |

**A Resolution of the City Council of the City of Plano, Texas, approving the appointment of the Health Authority for the City of Plano in accordance with Section 121.033 of the Texas Health and Safety Code; approving the Agreement between the City of Plano and Allan R. deVilleneuve, M.D. for Professional Services; and providing an effective date.**

**WHEREAS**, state law requires a director of a local health department who is not a physician to appoint a physician as the Health Authority in the local health department's jurisdiction, subject to the approval of the City Council; and

**WHEREAS**, the director of the City of Plano Health Department has appointed Allan R. deVilleneuve, M.D. to serve as the Health Authority for the City of Plano; and

**WHEREAS**, Dr. Allan R. deVilleneuve meets the requirements of Section 121.022, Health and Safety Code, to serve as the Health Authority for the City; and

**WHEREAS**, the City Council is of the opinion that it is appropriate and in the best interest of the public to approve Dr. Allan R. deVilleneuve's appointment as the City of Plano Health Authority, and that the City Manager or his designee shall be authorized to execute it on behalf of the City of Plano.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS THAT:**

**Section I.** The City Council of the City of Plano hereby approves the appointment of Dr. Allan R. deVilleneuve as the Health Authority for the City of Plano pursuant to Section 121.033 of the Health and Safety Code.

**Section II.** This appointment shall be for a term of two years pursuant to Section 121.023 of the Health and Safety Code.

**Section III.** The City Manager, or his authorized designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

**Section IV.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 25th of August, 2014.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF PLANO  
AND ALLAN R. deVILLENEUVE, M.D. FOR PROFESSIONAL SERVICES  
2014-241-C**

**THIS CONTRACT** is made and entered by and between **ALLAN R. deVILLENEUVE, M.D.**, whose address is 4112 West 15<sup>th</sup> Street, Suite 100, Plano, Texas 75093, hereinafter referred to as "Professional" and the **CITY OF PLANO, TEXAS** a Home Rule Municipal Corporation, hereinafter referred to as "CITY", to be effective from and after the date as provided herein.

**WITNESETH:**

**WHEREAS**, pursuant to section 121.033 of the Texas Health and Safety Code the City may appoint a physician as the Health Authority for the City; and

**WHEREAS**, City has appointed the Professional as its Health Authority and desires to engage the services of the Professional on the terms and conditions provided in this Agreement; and

**WHEREAS**, the Professional meets the requirements of Section 121.022 of the Texas Health and Safety Code and is willing to render professional services for the City as provided herein;

**THEREFORE**, City hereby engages the services of Professional, and in consideration of the mutual promises herein contained, the parties agree as follows:

**I.  
SCOPE OF WORK**

Professional shall provide during the term of this Agreement services as set forth in the Texas Health and Safety Code, Chapter 121, "Local Public Health Reorganization Act", to the City as may be required and/or as requested by City. Such services shall include, but are not limited to: establishing, maintaining and enforcing quarantine orders; and advise and assist with infectious disease control, suppression and prevention services, and general sanitation.

**II.  
TERM**

The term of this Contract shall be a period of two years beginning on October 9, 2014 and ending on October 9, 2016. This Agreement may be terminated by City as provided herein.

**III.  
COMPENSATION**

**3.01 Compensation.** In consideration for the services to be rendered under this Agreement, including all expenses, the Professional shall be paid a fee not to exceed **FIVE AND 00/100 DOLLARS (\$500.00) PER MONTH, FOR A TOTAL AMOUNT NOT TO EXCEED SIX THOUSAND AND 00/100 DOLLARS (\$6,000.00) PER YEAR.** Professional may invoice City on a monthly basis. Such invoices shall be itemized to

show services performed, expenses and corresponding charges. Professional shall keep accurate records of its services and expenses incurred in the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days notice thereof. These records shall be kept by professional for three (3) years following the expiration of this Agreement.

**3.02 Fiscal Funding.** Professional recognizes that this agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Professional and City herein recognize that the continuation of any agreement after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**3.03 Maximum Compensation upon Termination.** In the event of termination by City with or without cause and subject to the terms listed in paragraph 3.02 herein, the Professional shall be compensated only for actual expenses and fees incurred by Professional in providing those services acceptable to City which are within the scope of work under this Agreement to date of notice of termination. Expenses do not include overhead such as utilities, rent, insurance and shall not exceed the total amount due under this Agreement.

#### **IV. OWNERSHIP OF DOCUMENTS**

All information and other data given to, prepared or assembled by Professional under this Agreement, and other related items, shall become the sole property of City and shall be delivered to City without restriction on future use subject to any applicable laws regarding the privacy of health-related information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Upon termination of this Agreement, Professional shall transfer, assign and make available to City, or its representatives, all property and materials in its possession or control belonging to the City and paid for by the City. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, Professional and City agree that for the purposes of this order the material shall be a work made for hire and the property of the City. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event Professional hereby assigns all right, title and interest to said material to City. Any use by Professional of the information developed hereunder, whether for publication or for work with other clients, must receive prior written permission from City.

#### **V. SUCCESSORS AND ASSIGNS/AGENTS OR ASSISTANTS**

Professional agrees that neither this Agreement nor the work to be performed hereunder will be assigned, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the City. Professional further agrees that the assignment or subletting of any portion or feature of the work or materials required in the

performance of this Agreement shall not relieve the Professional from its full obligations to the City as provided by this Agreement. This agreement shall be binding on the administrators, legal representatives, successors, and assigns of the respective parties.

Subject to the forgoing, to the extent reasonably necessary for the Professional to perform its duties hereunder, Professional may engage, or retain the services of such other persons or corporations to aid or assist it in the proper performance of its duties. Professional shall be compensated only for actual expenses and fees for supplies and materials incurred by Professional in providing services to the City which are within the scope of work under this Agreement. The cost of the services of such agents or assistants shall be borne by Professional at its sole cost and expense.

## **VI. FACILITIES**

Professional shall be responsible for providing all necessary facilities, personnel, equipment, materials or other items necessary to perform the services required of it hereunder; provided, however, that City shall cooperate with Professional by providing space it has available for meetings, conferences, and presentations.

## **VII. INSURANCE AND CERTIFICATES OF INSURANCE**

Professional shall not start work under this Agreement until Professional has obtained at Professional's expense all of the insurance required hereunder and such insurance has been approved by the City. Any subcontractor of the Professional shall be required to carry the same insurance as the Professional.

Professional Errors and Omissions insurance, which will pay for injuries arising out of errors or omissions in the rendering, or failure to render, professional services under this contract, for the term of the contract and up to two (2) years after the contract is terminated with limits of \$500,000 per occurrence/aggregate.

City will be provided with a ten (10) day notice of material change or cancellation of any of the insurance policies applicable to this contract. The City prefers that all insurance companies be rated B+ or better by AM Best or Standard & Poor's Rating Services. The above referenced Certificates of Insurance shall be attached hereto as **Exhibit "A"** and incorporated herein.

## **VIII. INDEMNIFICATION**

**PROFESSIONAL AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY PROFESSIONAL'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY**

NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE PROFESSIONAL, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE PROFESSIONAL IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

PROFESSIONAL AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF PROFESSIONAL'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF PROFESSIONAL'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. PROFESSIONAL SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF PROFESSIONAL FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND PROFESSIONAL SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

**IX.**  
**INDEPENDENT CONTRACTOR**

Professional covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Professional its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Professional.

**X.**  
**CONTRACT TERMINATION**

The parties agree that City shall have the right to terminate this Agreement with or without cause and without prejudice to any other remedy it may be entitled to at law, in equity, or otherwise under this Contract upon thirty (30) days written notice to Professional with the understanding that all services being provided by Professional shall cease upon the date such notice is received.

City reserves the right to terminate this contract immediately upon breach of any term or provision of this Contract by professional; or if at any time during the term of this contract, Professional shall fail to commence the work in accordance with the provisions of the Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then City shall the right, if Professional shall not cure any such default after thirty (30) days written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work is in excess of that part of the contract sum which has not therefore been paid to Professional hereunder, Professional shall be liable for an shall reimburse City for such excess.

**XI.**  
**COMPLIANCE WITH APPLICABLE LAWS**

Professional shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Professional's work, and **SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIMS RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY PROFESSIONAL, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES.** If Professional observes that the work is at variance, Professional shall promptly notify City in writing.

**XII.**  
**PROHIBITED INTEREST**

Professional agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Professional shall execute the affidavit shown in **Exhibit "B"**. Professional understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

**XIII.**  
**AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**XIV.**  
**MISCELLANEOUS**

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

**B. Agreement Interpretation:**

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

**C. Venue/Governing Law:**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County Texas. Exclusive venue shall lie in Collin County, Texas.

**D. Severability:**

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

**SIGNED** on the date indicated below.

**ALLAN R. deVILLENEUVE, M.D.**

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

BY: \_\_\_\_\_  
Allan R. deVilleneuve, M.D.  
PROFESSIONAL

**CITY OF PLANO, TEXAS**

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

BY: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Paige Mims, City Attorney

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF \_\_\_\_\_**   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by **ALLAN R. deVILLENEUVE, M.D.** on behalf on said individual.

\_\_\_\_\_  
Notary Public, State of Texas

**STATE OF TEXAS**           §  
  §  
**COUNTY OF COLLIN**       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2014 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**CITY OF PLANO  
GENERAL CONTRACTUAL INSURANCE REQUIREMENTS**

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

**All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.**

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work.

1. The following insurance requirements, coverage's and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

**Commercial General Liability Insurance**—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

**Commercial Automobile Liability**—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.

Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

**Workers' Compensation & Employer Liability**—(Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than \$500,000.

Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

**Professional Liability (E&O) Insurance**--(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

Minimum Limit of \$200,000 Each Claim and \$600,000 Aggregate

General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 1520 K Avenue, Suite 117, Plano, Texas, 75074 in the Certificate Holder Section.



TEXAS MEDICAL LIABILITY TRUST  
P.O. Box 160140, Austin, Texas 78716

"A health care liability claim trust created by the Texas Medical Association"

**THIS IS A CLAIMS-MADE POLICY**

ITEM **DECLARATIONS PAGE**

POLICY NO. 1-118103

|   |  |                                       |   |   |
|---|--|---------------------------------------|---|---|
| 1 | <b>NAMED INSURED (including address)</b><br>Allan R. deVilleneuve, MD<br>4112 W. 15th St. Bldg. 1<br>Suite 100<br>Plano, TX 75093  |                                       | <b>NAMED INSURED IS A:</b><br><br><b>Individual</b> |   |
| 2 | <b>POLICY PERIOD</b> beginning and ending at 12:01 a.m.<br>at above stated address   | FROM<br>TO                            | <b>04/01/2014</b><br><b>04/01/2015</b>              |   |
| 3 | <b>PROFESSIONAL LIABILITY COVERAGE</b><br>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. |                                       |   |   |
|   | <b>COVERAGE</b>  | <b>LIMITS OF LIABILITY</b>            |   | <b>PREMIUM</b>  |
|   | A. Professional Liability  | each claim<br><b>\$ 200,000</b>       | all claims<br><b>\$ 600,000</b>                     | <b>\$4,793.00</b>   |
|   | B. Deductible (Refer to Endorsement)   | <b>\$ 0</b>                           |   | <b>\$0.00</b>   |
|   | C. Professional Premises Liability   | each premises occurrence<br>\$200,000 | premises aggregate<br>\$200,000                     | <b>\$0.00</b>   |
|   | D. Medical Director  | Not Applicable                        |   | <b>\$0.00</b>   |
|   | <b>TOTAL PREMIUM</b>   |                                       |   | <b>\$4,793.00</b>   |
| 4 | <b>TYPE OF COVERAGE</b>  | <b>CLAIMS-MADE</b>                    | <b>RETROACTIVE DATE</b>                             | <b>10/15/1995</b>   |
| 5 | Class  | <b>2C</b>                             | Principal Practice                                  | <b>82267 PEDIATRICS</b>                                       |
|   | Territory  | <b>III</b>                            | County  | <b>COLLIN</b>   |
| 6 | <b>FORMS &amp; ENDORSEMENTS</b> PICM0106 (revised to PICMrpt0709), 98, 97, 96, 60, 42, 4, 02, EPLI   |                                       |   |   |
|   | <b>CREDITS INCLUDED ABOVE</b>  |                                       |   |   |
|   | CME Course Discounts   | -203.00                               | Network Program Discount                            | -210.00   |
|   | Experience Discount  | -1,313.00                             |   |   |
|   | Network Experience Discount  | -202.00                               |   |   |
|   | Network Growth Incentive   | -48.00                                |   |   |
|   | 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:  | <b>01/31/2014</b>                     | Countersigned By:                                   | <i>Debbie Shiao</i>   |
|   | <b>GC</b>  |                                       |   | Authorized Representative of<br>Texas Medical Liability Trust |

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

EXHIBIT     A      
PAGE     4     OF     4

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare that I am authorized to make this statement on behalf of **ALLAN R. deVILLENEUVE, M.D.** and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **ALLAN R. deVILLENEUVE, M.D.**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

“No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council.”

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

**ALLAN R. deVILLENEUVE, M.D.**

By: \_\_\_\_\_  
Signature

**ALLAN R. deVILLENEUVE, M.D.**  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF TEXAS           §  
   §  
COUNTY OF \_\_\_\_\_ §

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT   B    
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