

**AGREEMENT BETWEEN THE CITY OF FRISCO, TEXAS AND
QUESTCARE DFW EM, PLLC FOR PROFESSIONAL SERVICES**

This Agreement ("Agreement") is made and entered by and between **Questcare DFW EM, PLLC**, a Texas professional limited liability company ("Group"), and the **City of Frisco, Texas**, a home-rule municipality ("City"), to be effective upon approval of the Frisco City Council and subsequent execution by the Frisco City Manager or his designee ("Effective Date"). City and Group are sometimes referred to collectively as the "parties" or individually as a "party." The parties acknowledge that they are signing this Agreement for the purpose of Group's supplying the services of Mark Gamber, DO ("Dr. Gamber"), as the City's appointed health authority, and Dr. Gamber is signing this Agreement to acknowledge its provisions concerning the duties the parties expect him to perform.

WITNESSETH:

WHEREAS, pursuant to Section 121.028 of the Texas Health and Safety Code, the City may appoint a physician as the Health Authority for the City; and

WHEREAS, the City has appointed Dr. Gamber as its Health Authority and desires to engage the services of Dr. Gamber, through Group, on the terms and conditions provided in this Agreement; and

WHEREAS, Group represents and warrants to the City that Dr. Gamber 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; and

NOW, THEREFORE, the City hereby engages Group to provide the services of Dr. Gamber as described below, and in consideration of the mutual promises herein contained, the parties agree as follows:

**I.
SCOPE OF WORK**

Group shall ensure that Dr. Gamber provides to the City the services described in Chapter 121 of the Texas Health and Safety Code, as it exists or may be amended, as may be required and/or as requested by the City during the term of this Agreement. Such services shall include, but are not limited to: establishing, maintaining and enforcing quarantine orders; advising and assisting with infectious disease control, suppression and prevention services; and assisting with the administration of federal, state and local laws relating to public health in the City. Questcare shall fully cooperate in making Dr. Gamber available to perform the services required hereunder.

II. TERM

The term of this Agreement shall be for a period of two (2) years beginning on October 22, 2016, and ending on October 21, 2018. The City shall have the option to renew this Agreement for one (1) additional two (2) year term on the same terms and conditions of this Agreement. The City may exercise its option to renew and extend this Agreement by giving the Group written notice thirty (30) days prior to the expiration date of this Agreement.

III. COMPENSATION

3.01 Compensation. In consideration for the services to be rendered under this Agreement, including all expenses, the City shall pay Group a fee not to exceed FIVE HUNDRED 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. Group shall invoice City on a monthly basis. Such invoices shall be itemized to show services performed, expenses and corresponding charges. Group and Dr. Gamber shall keep accurate records of Dr. Gamber's 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 Group for three (3) years following the expiration of this Agreement.

3.02 Fiscal Funding. Group recognizes that this Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Group and City recognize that the continuation of any agreement after the close of any given fiscal year of the City, which fiscal year ends on September 30th of each year, shall be subject to Frisco City Council approval. In the event that the Frisco 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 the City with or without cause and subject to the terms listed in Section 3.02, the City shall compensate Group only for actual expenses and fees incurred by it and Dr. Gamber in providing those services acceptable to City which are within the scope of work under this Agreement to the date of notice of termination. Expenses do not include overhead such as utilities, rent or insurance, and expenses shall not exceed the total amount due under this Agreement.

IV. OWNERSHIP OF DOCUMENTS

All information, data and other related items given to or prepared by Dr. Gamber exclusively for the City under this Agreement shall become the sole property of City and shall be delivered to City without restriction on future use. Upon termination of this Agreement, Group shall cause Dr. Gamber to transfer, assign and make available to City, or its representatives, all property and materials in his possession or control belonging to the City and paid for by the City.

In the event that material that Dr. Gamber prepares exclusively for the City in accordance with this Agreement is copyrightable subject matter, Group and City agree that for the purposes of this Agreement the material shall be a work made for hire and the property of the City. The City acknowledges that Dr. Gamber may create materials pursuant to this Agreement that are based on or are variations of other materials that Dr. Gamber has created or used for other clients, and the City shall have no right to own or to control the rights of use with respect to those materials or to prevent Dr. Gamber or Group from using those materials other than for the City.

**V.
SUCCESSORS AND ASSIGNS/AGENTS OR ASSIGNANTS**

Neither this Agreement nor the work to be performed hereunder will be assigned, sublet, subcontracted or transferred, except as this Agreement expressly contemplates, without the prior written consent of the City. The assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Group 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 Group to perform its duties hereunder, Group may engage or retain the services of such other persons or corporations to aid or assist Dr. Gamber in the proper performance of his duties as the City's health authority. The City shall compensate Group only for actual expenses and fees for supplies and materials incurred by Dr. Gamber or Group 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 Group at its sole cost and expense.

**VI.
FACILITIES**

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

**VII.
INSURANCE AND CERTIFICATES OF INSURANCE**

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

Group shall procure and maintain Professional Errors and Omissions insurance, which shall pay for injuries arising out of errors or omissions in the rendering, or failure to render, professional services under this Agreement, for the term of the Agreement and up to two (2) years after the Agreement is terminated with limits of FIVE HUNDRED THOUSAND AND

00/100s DOLLARS (\$500,000) per occurrence and ONE MILLION FIVE HUNDRED THOUSAND AND 00/100s DOLLAR (\$1,500,000) in the aggregate.

Group shall provide written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any coverage required hereunder, evidenced by United States Certified Mail. All policies required hereunder shall name City, its officers, agents, representatives and employees as additional insureds as to all applicable coverages. All insurance companies providing the required insurance shall be authorized to transact business in the United States. A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If this Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

VIII. INDEMNIFICATION

GROUP HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF SERVICES PROVIDED BY GROUP, DR. GAMBER, GROUP'S AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM GROUP IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "GROUP" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF GROUP AND/OR DR. GAMBER IN HIS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"); PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN GROUP IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT

PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE GROUP FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY GROUP THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE OF THE JUDGMENT.

CITY SHALL HAVE THE RIGHT TO REASONABLE APPROVAL OR SELECTION OF DEFENSE COUNSEL TO BE RETAINED BY GROUP IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. 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 GROUP'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF GROUP'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. GROUP SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF GROUP FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND GROUP SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

IX. OFFICER LIABILITY PLAN

To the extent allowed by law, Dr. Gamber shall be considered a state officer when performing duties prescribed by this Agreement. As a result, Dr. Gamber is covered under City's officer and employee liability plan if the acts or omissions of Dr. Gamber meet the coverage requirements of the plan and are within the course and scope of his duties under this Agreement.

X. INDEPENDENT CONTRACTOR

Group covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City, except as specifically provided herein; that Dr. Gamber shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, that Group shall be responsible for the acts and omissions of Dr. Gamber and his agents, employees, contractors, subcontractors and consultants; that the

doctrine of respondent superior shall not apply as between City and Dr. Gamber or Group or its agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Group or Dr. Gamber.

XI. 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 on thirty (30) days written notice to Group with the understanding that all services being provided by Group shall cease upon the date such notice is received. This Agreement shall automatically terminate in the event that: (i) Dr. Gamber ceases to be the Health Authority for the City, including but not limited to, Dr. Gamber's resignation or removal as Health Authority; and/or (ii) Dr. Gamber ceases to be a competent physician with a reputable professional standing who is legally qualified to practice medicine in the State of Texas.

City reserves the right to terminate this Agreement immediately upon breach of any term or provision of this Agreement by Dr. Gamber or Group; or if at any time during the term of this Agreement, Dr. Gamber or Group fails to commence the work in accordance with the provisions of the Agreement or fails to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement, then City shall have the right, if Dr. Gamber or Group does not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement 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 Agreement sum which has not therefore been paid to Group hereunder, Group shall be liable for and shall reimburse City for such excess.

XII. COMPLIANCE WITH APPLICABLE LAWS

Dr. Gamber and Group 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 Dr. Gamber's work, and **SHALL INDEMNIFY AND HOLD HARMLESS CITY AGAINST ANY CLAIMS RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY GROUP OR ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS OR REPRESENTATIVES.** If Group or Dr. Gamber observes that the work is at variance with federal, state and local laws, ordinances and regulations, Group or Dr. Gamber shall promptly notify City in writing.

XIII. PROHIBITED INTEREST

Group is aware of the prohibited interest requirements of the City Charter and will abide by the same. Dr. Gamber shall execute the Affidavit of No Prohibited Interest, attached hereto as **Exhibit A** and incorporated herein for all purposes, no later than the Effective Date of this Agreement. Group acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable. Group further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the TEX. LOC. GOV'T CODE, as amended. In this connection, Dr. Gamber shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit B** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

XIV. AUTHORITY TO SIGN

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

XV. LICENSURE

Group agrees to provide immediate written notice to City in the event of the suspension or revocation of Dr. Gamber's license to practice medicine in the State of Texas, or the initiation of any proceeding that could result in any change in status, suspension or revocation of such licensure.

XVI. MISCELLANEOUS PROVISIONS

- A. **Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; facsimile; electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to it at:
City of Frisco
Attention: George Purefoy, City Manager
6101 Frisco Square Blvd
Frisco, Texas 75034
Telephone: (972) 292-5100
Facsimile: (972) 292-5122

Email: gpurefoy@friscotexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to Group, addressed to it at:

Questcare DFW EM, PLLC
12221 Merit Drive, Suite 1500
Dallas, Texas 75251
Attention: Legal Department
Telephone: (214) 217-1911
Facsimile: (214) 217-1912
Email: award@questcare.net

- B. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
- C. Attorney's Fees. If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Group, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- D. Successors and Assigns. City and Group, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- E. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- F. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any

other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- G. Execution/Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- H. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- I. Headings. The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- J. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- K. Representations. Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.
- L. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, City has not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- M. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- N. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- O. Indemnity. The parties agree that the Indemnity provision set forth in Section VIII herein is conspicuous and the parties have read and understood the same.

P. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the Effective Date.

CITY OF FRISCO, TEXAS,
a home-rule municipality

By: _____
George Purefoy, City Manager

ATTEST:

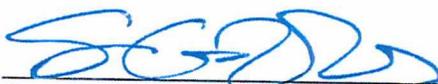
Jenny Page, City Secretary

APPROVED AS TO FORM:



Abernathy, Roeder, Boyd & Hullett, PC
Ryan Pittman, City Attorneys

QUESTCARE DFW EM, PLLC

By: 

Stewart Coffman, MD, President

SIGNED TO ACKNOWLEDGE TERMS OF AGREEMENT:



Mark A. Gamber, DO

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared George Purefoy, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the City of Frisco, Texas and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

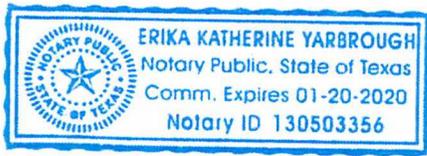
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Stewart Coffman, MD, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of September, 2016.

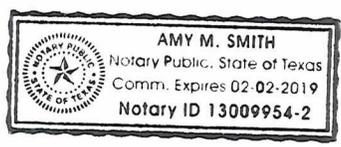
Erika K. Yarbrough
Notary Public in and for the State of Texas
My Commission Expires: January 20, 2020



STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Mark A. Gamber, DO**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of September, 2016.





Notary Public in and for the State of Texas
My Commission Expires: 2-2-2019

EXHIBIT B
Conflict of Interest Questionnaire, Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 175, Local Government Code, by a vendor who has a business relationship as defined by Section 175.001(1-a) with a local governmental entity and the vendor meets requirements under Section 175.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 175.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 175.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY <hr/> Date Received:
1 Name of vendor who has a business relationship with local governmental entity. <p align="center" style="font-size: 1.2em; color: blue;">Questcare DFW EM, PLLC</p>	
2 <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3 Name of local government officer about whom the information is being disclosed. <p align="center" style="font-size: 1.2em; color: blue;">none</p> <p align="center" style="font-size: 0.8em;">Name of Officer</p>	
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 175.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <p align="center" style="font-size: 1.2em; color: blue;">none</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>	
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. <p align="center" style="font-size: 1.2em; color: blue;">none</p>	
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 175.003(a)(2)(B), excluding gifts described in Section 175.003(a-1).	
7 <p align="center" style="font-size: 1.2em; color: blue;">Questcare DFW EM, PLLC</p> <p align="center" style="font-size: 1.2em; color: blue;">By: <u>Debra Ward</u></p> <p align="center" style="font-size: 0.8em;">Signature of Vendor doing business with the governmental entity</p> <p align="right" style="font-size: 1.2em; color: blue;">09-26-2016</p> <p align="right" style="font-size: 0.8em;">Date</p>	