

**MEDICAL SERVICES AGREEMENT
BETWEEN WEBB COUNTY AND NUESTRA SALUD HEALTH CLINIC, P.C.
WEBB COUNTY EMPLOYEE HEALTH CLINIC SERVICES (FY25)**

This Professional Medical services agreement is between **Webb County**, a political subdivision of the State of Texas, 1000 Houston Street, Laredo, Texas, 78040 and **Nuestra Salud Health Clinic, PC** (hereinafter referred to as "NSHC"), 802 E. Saunders Ste. B, Laredo, Texas, 78041 for the purpose of providing Webb County's employees and dependents (enrolled in the employee health plan) basic medical services as described below. The Parties understand that Webb County will pay for basic medical services at a fixed monthly rate and no additional charges will be assessed to the employee or covered dependent that are referred by Webb County Public Health Services to receive services by NSHC.

1. Term:

The program term is from October 1, 2024, through September 30, 2025; however, each party will be able to evaluate the program on a regular basis to edit, amend, expand, and/or terminate any part of this agreement with at least a 30-day notice by either party in writing.

2. Payment for Medical Provider/ Medical Director:

Medical services provided by NSHC will be set at an annual amount of \$125,000 which shall be billed on a monthly basis in the amount of \$10,416.67. Costs listed above include services provided by a Family Nurse Practitioner Provider. All services shall be overseen by Medical Director Dr. Oscar Perez 956.728.9888

Webb County will pay for said services as required by the Texas Prompt Payment Act (Texas Government Code Chapter 2251). Invoices shall be sent to: Webb County Public Health, 1620 Santa Ursula Ave, Laredo, Texas 78040 and a courtesy copy via email: PublicHealth@webbcountytexas.gov.

3. Services:

Services include diagnosis and routine treatment during basic medical visits for medical issues that include but are not limited to:

- Sore throats,
- cough,
- congestion,
- earaches,
- flu like symptoms,
- stomachaches,
- nausea,
- vomiting,
- diarrhea
- medication refills (case by case basis)
- basis chronic medical care
- annual physical exams

Vaccines, routine labs, and testing for strep throat infection, influenza (flu), COVID-19, tuberculosis skin test, and urinalysis will be done by the Webb County Public Health Services medical staff. Any testing necessary will be dependent on the chief complaint and at the discretion of the health provider.

On-site clinic treatments include antibiotic intramuscular (IM) injections, anti-nausea intramuscular (IM) injections, aerosol (breathing) treatments, and initial dose medications.

(Services do not include any lab, x-rays, or other testing not specifically available in the office; however, medical orders, prescriptions, and referrals will be provided as needed to the patient).

4. Clinic Hours of Operation:

Provider shall be available on-site and available via Telemedicine based on agreed schedule. Hours of operation will be between the hours of 8:00 am and 6:00 pm, Monday thru Friday, and 9:00 am to 2:00 pm on Saturday.

In Person Clinic Hours:

Monday, Wednesday, Friday: Four (4) hours each day totaling twelve (12) hours weekly. Additional in-person hours in excess of the agreed upon schedule can be billed separately at a rate of \$150 per hour.

Telemedicine Hours:

Tuesday, Thursday: Four (4) hours; Saturday: Five (5) hours totaling thirteen (13) hours weekly

Monday	In person	4 hours
Tuesday	Tele-health	4 hours
Wednesday	In person	4 hours
Thursday	Tele-health	4 hours
Friday	In person	4 hours
Saturday	Tele-health	5 hours
TOTAL HOURS		25 HOURS

Clinic hours will be evaluated every 90 days and shall be increased/ decreased by agreement of both parties with 30 days written notice.

5. After hours clinic services Nuestra Salud on Saunders:

NSHC may accept any patients to the NSHC clinic on Saunders for basic medical services other than the referenced hours above.

If patients are referred to NSHC on Saunders, Webb County will be billed a set rate of \$50.00 per patient to include the consultation and any testing necessary depending on the chief complaint including but not limited to testing for strep throat infection, influenza, and COVID. Insurance will not be billed for these services.

NSHC clinic hours:

Monday – Friday: 4:00 pm – 9:00 pm (Last patient 8:30 pm).

Saturday – Sunday: 9:00 am – 7:00 pm (Last patient 6:30 pm).

6. On site location:

Webb County shall provide the clinic space, all basic utilities (including internet), furniture, and equipment necessary to run the day-to-day operations of the clinic as agreed to by Webb County.

7. Medical supplies and medications:

NSHC will advise Webb County Public Health staff of any medical supplies that need to be

ordered when an estimated 10-day supply remains. Requests for prescription or over-the-counter medications will be provided to Webb County Public Health staff for purchase order requisition with a pharmacy for dispensing as needed. Webb County shall purchase any necessary medical and testing supplies and will be responsible for the medical waste disposal.

8. Medical Professional Insurance:

NSHC and its providers and employees shall be considered Independent Contractors and not employees of Webb County and shall maintain a policy of malpractice insurance in the minimum amount of \$500,000.00 per occurrence / \$1,000,000.00 annual aggregate as primary coverage with companies and under policies deemed acceptable by County and shall further indemnify and hold County harmless from any and all claims arising out of the performance of duties under this agreement and shall include Webb County as an additional insured I certificate holder.

9. Inconsistencies:

Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

10. Severability:

Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

11. Prohibition against Assignment:

There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

12. Law of Texas:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

13. Notices:

All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid. Notice shall be sent to the following:

Nancy Cadena
RE: Clinic Agreement with Nuestra Salud
1620 Santa Ursula Ave.
Laredo, Texas, 78040 (956) 523-4747
Email: NCadena@webbcountytexas.gov and CC PublicHealth@webbcountytexas.gov

Nuestra Salud Health Clinic, P.C.
802 E. Saunders Ste. B Laredo, Texas 78041 956.568.5013 / 956.701.3006
Robert Moran, RN, MPH, MSN, FNP-BC, JD
Email: rmoran@laredoexaminers.com /Website: nuestrasaludhealthclinic.com

14. Entire Agreement:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

15. Amendment:

No changes to this Agreement shall be made except upon written agreement of both parties.

16. Confidentiality:

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of the County.

17. Headings:

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

18. Waiver:

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

19. Counterparts:

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

20. Terminology and Definitions:

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

21. Rule of Construction:

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

22. Immunity:

Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

23. Legal Compliance:

The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

24. Effective Date:

This agreement is effective as of October 1, 2024, even if any signatures are made after that date.

Webb County

Nuestra Salud Health Clinic PC (NSHC)

Tano E. Tijerina
Webb County Judge

Robert Moran, RN, FNP-BC, MPH, JD
Vice President

Date: _____

Date: _____

ATTEST:

Honorable Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM

Nathan Bratton
General Counsel
Civil Legal Division *

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).