

**PROFESSIONAL SERVICES CONTRACT BETWEEN  
WEBB COUNTY FOR ITS HEALTH SERVICES DEPARTMENT  
AND  
PATRICIA PEDRAZA, LVN**

This professional services contract ("Contract") is made and entered by and between the County of Webb, a political subdivision of the State of Texas, acting herein by and through the Webb County Commissioners Court with its principal place of business at 1000 Houston, Laredo, Texas for the Webb County Health Services Department (hereinafter referred to as "Webb County") and Patricia Pedraza, LVN, (hereinafter called "Service Provider" or "Patricia Pedraza, LVN" ).

**RECITALS**

**WHEREAS**, Webb County, Texas decides to secure professional services in the form of medical health services for the population qualified for services under the Texas Vaccines for Children (TVFC) and Adult Safety Net (ASN) programs under the Texas Department of State Health Services (DSHS); and

**WHEREAS**, Service Provider has completed the necessary education and training required by the Texas Department of State Health Services (DSHS) Region 11 for all practitioners under the Texas Vaccines for Children (TVFC) and Adult Safety Net (ASN) Programs; and

**WHEREAS**, Service Provider is licensed to practice under the Standing Delegation Orders of the Texas Department of State Health Services (DSHS) Region 11 Medical Director; and

**WHEREAS**, Service Provider represents to Webb County that it is capable of providing medical health services as described in this Agreement.

**NOW THEREFORE**, Webb County and Service Provider in consideration of the mutual covenants and agreements herein described, do agree as follows:

**TERM**

1. This agreement shall be for a period of thirty-six (36) months beginning September 1, 2018 and ending August 31, 2021.

**DESCRIPTION OF SERVICES**

2. Service Provider shall provide the following services:
  - a. Screening of patient immunization records for completion and adherence to Centers for Disease Control (CDC) and Advisory Committee on Immunization Practices (ACIP) recommendations and requirements
  - b. Determine the age appropriate immunizations required by patient based on age, prior immunization history, and medical history
  - c. Provide education to patient or patient's legal guardian/parent on the importance of immunizations for vaccine preventable diseases as well as the possible side effects post-injection.
  - d. Prepare vaccines for administration in accordance to manufacturer specifications

- e. Administer vaccines in accordance to DSHS Standing Delegation Orders
- f. Document vaccines administered in patient's immunization card and office immunization record
- g. Assist in the entering of immunizations administered to patients in the appropriate data systems / registries as needed
- h. Arrive at clinic location no later than 30 minutes before clinic start time to ensure site is adequate for vaccine administration.
- i. Maintain valid licensure as a Licensed Vocational Nurse through the Texas Board of Nursing
- j. The cost for the professional services shall be determined based on the total hours for the clinic assigned:

<b>CLINIC TYPE</b>	<b>ALLOWABLE FEE (per hour)</b>
i. Health Services office	\$30
ii. Outreach clinic	\$40

**COUNTY OBLIGATIONS**

- 3. Webb County, by and through the Indigent Health Services Program, will be responsible for:
  - a. Coordinating immunization clinic days and communicating information to Service Provider to ensure Service Provider's availability
  - b. Providing support staff (to be determined by Webb County based on historical demographics of prior clinics held in clinic site)
  - c. Preparing vaccines for transportation in accordance to CDC and DSHS guidelines
  - d. Provide all necessary medical supplies needed for proper administration and handling of vaccines
  - e. Enter immunizations administered in the appropriate data systems/registries as required by DSHS
  - f. Facilitate continuing education for continued licensing under Standing Delegation Orders of the Texas Department of State Health Services (DSHS) Region 11 Medical Director

**PAYMENT**

- 4. Webb County, by and through the Indigent Health Services Program, will present to Service Provider a purchase order voucher for services to be rendered. Service Provider will mail or otherwise present an invoice requesting payment at the end of each month that services were rendered. The invoice will contain information regarding days that immunization clinics were held, arrival and departure times, the purchase order number, and the amount to be charged for the service(s) rendered. The invoice must have a purchase order number. Invoices can be mailed or hand-delivered to:

Webb County Health Services  
 c/o Nancy Cadena, Director  
 1620 Santa Ursula Ave  
 Laredo, TX 78040

### **CONFIDENTIALITY**

5. Any reports, information, data or studies given to or assembled by Service Provider under this Agreement shall be kept confidential and shall not be made available to any individual or organization without prior written approval of Webb County, unless otherwise required by law.

### **INDEPENDENT CONTRACTOR**

6. It is the intention of the parties that under this agreement, the Service Provider is an independent contractor and not an employee of Webb County. In this regard, Webb County shall not dictate the manner and method of providing service so long as such services are provided in compliance with accepted procedures and standards of care of Service Provider's profession.

### **VACCINES AND MEDICAL SUPPLIES**

7. Webb County shall provide the necessary medical supplies and vaccines to be administered.

### **NON-ASSIGNABILITY**

8. Service Provider shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of Webb County.

### **GOVERNING LAW**

9. The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

### **COUNTY'S RIGHT TO TERMINATE**

10. This contract may be terminated by Webb County at any time on 30 days written notice to Service Contractor

### **ENTIRE AGREEMENT**

11. This contract supersedes any and all prior agreements between Webb County and Service Provider whether written or oral. If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void, or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party, be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision..

### **NON-DISCRIMINATION**

12. Service Provider shall not discriminate against any person because of race, religion, color, sex, handicap or national origin.

**NOTICES**

13. Any and all notices required to be given under this contract shall be delivered by either personal delivery or mailing the respective party as follows:

On behalf of Webb County to:                      Webb County Health Services  
c/o Nancy Cadena, Director  
1620 Santa Ursula Ave  
Laredo, TX 78040

On behalf of Service Provider to:                      Patricia Pedraza, LVN  
518 Gandara St.  
Laredo, TX 78043

Signed in duplicate originals on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

**COUNTY OF WEBB**

**SERVICE PROVIDER**

\_\_\_\_\_  
Honorable Tano E. Tijerina  
Webb County Judge

\_\_\_\_\_  
Patricia Pedraza, LVN

**ATTESTED**

\_\_\_\_\_  
Honorable Margie Ramirez Ibarra  
Webb County Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Webb County Civil Legal Division\*

\*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. 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).