

MARGIE R. IBARRA
COUNTY CLERK
FILED

2021 FEB 19 PM 3:15
WEBB COUNTY, TEXAS

MEDICAL SERVICES AGREEMENT
BETWEEN WEBB COUNTY AND
NUESTRA SALUD, HEALTH CLINIC, P.C.

This Professional Medical services agreement is between the Webb County, 1000 Houston Street 3rd Fl, Laredo, Texas and Nuestra Salud (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 herein understand this is a pilot program initiated by Webb County to provide employees and dependents enrolled in the employee health plan basic medical services free of charge to the employee at the Webb County mobile clinic at a fixed cost to be paid by Webb County.

BY RAH DEPUTY

Term:

The understanding is that the program will begin March 1, 2021 through February 28, 2022; however, each party will be able to evaluate the program on a consistent basis throughout to edit, amend, expand, and/or terminate any part of this agreement with at least a 30-day notice by either party

Payment:

The medical services (visits and services will be billed every month and Webb County will pay for said services within the following 30 days upon receipt of the invoice). Invoices shall be sent to Webb County Risk Management 1110 Washington St. Suite 204, Laredo, Texas 78040 and a courtesy copy via email: palfaro@webbcountytx.gov.

The services will include basic medical visits for the following:

- Sore throats, cough, congestion, earaches, flu like symptoms, stomach aches, nausea, vomiting and diarrhea.
- Basic chronic medical care and medication refill on a case-by-case basis
- Testing for strep throat, influenza, urinalysis, pregnancy tests, TB tests, tetanus /vaccines based on availability of vaccines, and school physicals.
- Mobile clinic treatments include: Antibiotic/anti-nausea IM injections, aerosol treatments, 1st dose medications for after hours
- Evaluation and testing or referral for Covid 19 testing if appropriate.

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

Webb County on Site Clinic hours:

- Appointments not needed.
- Mondays and Fridays 8:00 am – 12:00 pm and Wednesdays 1 pm – 5 pm.
- Expanded hours availability based on utilization.
- Current clinic hours may be evaluated every 30 days and shall be increased by agreement of both parties within 30 days of the written agreement.

Cost / Services / Independent Contractor / Insurance:

Cost per hour: \$100.00. The initial projected hours are 12-20 per week.

Service providers shall include a medical assistant and a Family Nurse Practitioner Provider

All services shall be overseen by Medical Director Dr. Oscar Perez

Nuestra Salud and its providers and employees shall be considered Independent Contractors and not employees of Webb County and shall furnish its own general liability insurance at a minimum of 1 million dollars and shall include Webb County as an additional insured / certificate holder.

Provider shall be on site based on schedule, availability, and patients ready to be seen and/or seen by Telemedicine if patient chooses by provider on or off site.

Medical Assistant shall be on site Mondays and Fridays 8:00 am – 12:00 pm and Wednesdays 1 pm – 5 pm. Clinic on site Telemedicine hours shall be same as provided as needed and utilized.

Nuestra Salud shall also be able to refer any patients to the Nuestra Salud clinic on Saunders for any additional lab or rapid COVID-19 testing or after hour Webb County Clinic hours as needed and if employee chooses to do so however utilizing the employees health insurance and any applicable copays etc.

On site location:

Webb County shall furnish the location for the onsite location and any and all expenses to relocate and set up the clinic. Webb County shall also provide all basic utilities, wifi, and internet set up and connections to furnish services. Webb County shall also provide and furnish the on site clinic with any fixtures needed to run a mobile on site clinic like phones computers etc as agreed to by Webb County.

After hours clinic services referred to Nuestra Salud on Saunders:

Nuestra Salud shall also be able to refer any patients to the Nuestra Salud clinic on Saunders for basic medical services other than the referenced hours above.

Nuestra Salud clinic hours:

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

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

On site NSHC Telemedicine hours Monday – Friday 10 am – 4 pm and available during clinic hours (until close and Saturday – Sunday as well).

If patients are referred to NSHC on Saunders patients shall be charged via their insurance, private pay, copays and charges for any services as per their health insurance policy.

Medical supplies:

Webb County shall pay NSHC for any supplies provided by NSHC for the mobile clinic as per the schedule attached along with the monthly invoice submitted for hourly medical services. Current pricing may be evaluated every 30 days and shall be increased by agreement of both parties within 30 days in writing by agreement and / or discontinued after 30 days.

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.

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.

Prohibition against Assignment.

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

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.

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 May be sent to the following:

Mr. Pedro Alfaro
Via email: palfaro@webbcountytexas.gov
RE: CLINIC Agreement with Nuestra Salud
1110 Washington St, Ste 201,
Laredo, Texas, 78040
(956) 523-4900

And

Nuestra Salud
Health Clinic, P.C.
Corporate & Practice Location:
802 E. Saunders Ste. B Laredo, Texas 78041
956.568.5013 /956.701.3006
Jose L. Santos, RN, MSN, FNP-BC
Marissa Jimenez, RN, MSN, FNP-C
Robert Moran, RN, MPH, MSN, FNP-BC, JD
Dr. Oscar Perez, MD, PA, Medical Director 956.728.9888
Dr. Gustavo Villarreal, MD, PA, Medical Director 956.722.8484
Email: info@nuestrasaludhealthclinic.com / Website: nuestrasaludhealthclinic.com

rmoran@laredoexaminers.com

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 understandings, 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.

Amendment:

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

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.

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.

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.

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.

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.

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.

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.

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.

Agreed:

S/ROBERT MORAN



2-10-2021

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

Date:

Assistant MRO

OSHA Authorized Trainer / Certified Occupational Health Nurse Specialist

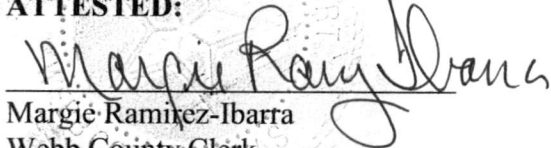
Agreed:

WEBB COUNTY



Tano E. Tijerina
Webb County Judge

ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Jorge L. Treviño
Assistant 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 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).