

State of Texas
County of Webb

§

Professional Services Contract
Dietitian

This contract is made and entered into by and between the COUNTY OF WEBB (COUNTY), a political subdivision of Texas, acting by and through its Commissioners Court and Cynthia Santos, RD, LD ("CONTRACTOR") a licensed dietitian.

The Purpose of this Agreement is to improve the overall health of full-time Webb County employees by providing them with the necessary guidance, training and information to live a healthier lifestyle and as a result reduce the number of medical claims as a direct consequence of their morbidity. CONTRACTOR is a license dietitian and has the requisite knowledge training and experience to offer such services.

Now therefore it is mutually agreed between Webb County and Cynthia Santos, RD, LD as Follows:

1. **Scope of Service.** CONTRACTOR shall provide Webb County full-time employees ("County Employees") with specialized training for healthy dietary practices which may include individualized meal plans for County Employees, provide support with ongoing and future nutritional requirements training, provide recommendations on standard procedures for wellness through dietary management, consult on health issues related to eating habits and serve as an advisor/liason with Webb County Risk Management ("RISK") regarding outreach programs to County Employees, provide research and recommendations concerning guidelines for maintaining healthy dietary needs and eating habits for employees with health issues and assist with the management of procedures with County Employees that have a high level of morbidity.
2. **Performance.** For the performance of the work by CONTRACTOR, the COUNTY agrees to pay CONTRACTOR for all services approved by the COUNTY as stated in this agreement and CONTRACTOR shall provide:
 - a. A Work Schedule that coincides with the normal business hours of the COUNTY excluding holidays, weekends and/or closure(s);
 - b. Performance shall be no less than 4 hours shifts;
 - c. A Maximum work week shall consist of no more than 8 hours a week; and
 - d. Contractor shall keep a sign-in and sing-out log of Webb County Employees that received services.
 - e. Confirmation that the individual is a full time Webb County Employee
 - f. Videoconferencing and/or teleconferencing is not permitted under this agreement.
3. **Term.** The term of this contract shall be effective December 1, 2021 through November 30, 2022. The work is to be performed for the COUNTY as specified in this agreement.

FILED 12/22 20 21
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY Rosal Hume DEPUTY
@ 11:35 A.M.

4. **Compensation.** Compensation to the CONTRACTOR will be on a monthly basis at the satisfactory completion of that month's activity. The contract work shall be a fixed hourly-price basis, not to exceed \$22,000.00 dollars in a 50 week period. The agreed hourly fee paid shall be \$55 dollars an hour with a maximum of 8 billable hours per week. Any hours over the maximum 8 hours will not be paid by COUNTY. As such CONTRACTOR will have the sole discretion to set a schedule to meet productivity goals while not exceeding the contracted performance in paragraph 2. CONTRACTOR shall have the discretion to refuse services to a County Employee to avoid exceeding the 8 hour maximum billable hours within a week.

5. **Billing/Invoicing.** At the end of each month, work performed will be outlined in an invoice stating the month being billed and a general description of all work performed for that month. The invoice shall not disclose any personal health information. The CONTRACTOR will not be required to detail any sensitive information or data that may jeopardize the privacy of any County Employee which CONTRACTOR is providing services for. Any billed work must be approved by the RISK Department. CONTRACTOR shall maintain confidential personal health information in a locked, secured and when applicable encrypted formant in order to remain HIPAA compliant.

6. **Non-Appropriations.** COUNTY warrants that it will have funds available to pay all payments until the end of your contract, and shall use our best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your term. Webb County's Fiscal Year begins October 1st and ends September 30th of every year. If our appropriations request to our legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this contract on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation evidencing the Governing Body's denial of an appropriation sufficient to continue the contract for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this contract incurred through the end of the fiscal period for which funds have been appropriated including the return of any equipment or personal items that belong to the CONTRACTOR.

7. **Termination.** The County may terminate the performance of this contract in whole or in part with a ten (10) day advance written notice to CONTRACTOR. The effective date is 10 days after notice is sent. COUNTY agrees to pay CONTRACTOR for all services approved by the last date of services that were completed prior to the effective date of such notice. CONTRACTOR may terminate this agreement with 10 days written notice to RISK. Notice is effective when delivered by hand, us mail return receipt requested or an email that is designated below. A courtesy copy shall be sent to the Webb County Civil Legal Division:

Webb County Risk Management Attention: Director 1110 Washington St. #204 Laredo, Texas 78040	Cynthia Santos, RD, LD cynthia.santos111@gmail.com
---	---

Webb County Civil Legal Division Attention: Dietitian Webb County Contract 1000 Houston St. 2 nd Fl Laredo, Texas 78040	
---	--

8. **Indemnification.** CONTRACTOR agrees that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of COUNTY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the CONTRACTOR and COUNTY, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the COUNTY under Texas law and without waiving any defenses of the parties under Texas 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.
9. **Jurisdiction/Venue.** This contract is made subject to the charter, orders and/or ordinances of the COUNTY, as amended, and all applicable laws of the State of Texas. This contract is performable in Webb County, Texas, and venue for any legal action under this contract shall lie exclusively in Webb County, Texas; State District Court. In construing this contract, the laws and court decisions of the State of Texas shall control.
10. **Work Product Waiver.** All of CONTRACTOR's work product shall remain the property of the CONTRACTOR, however, CONTRACTOR shall not retain originals or copies of documented services provided to Webb County Employees which may contain personal health information of a County Employee. By execution of this contract and in consideration of the fee for services to be paid under the contract, CONTRACTOR hereby conveys, transfers and assigns to COUNTY all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the training materials and other agreed deliverables developed under this contract. CONTRACTOR shall retain all records relating to this contract for three (3) years following termination, during which time COUNTY reserves the right to audit such records at its election.
11. **Independent Contractor.** In performing services under this contract, the relationship between County and CONTRACTOR is that of an independent contractor. CONTRACTOR shall exercise independent judgment in performing duties under this contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be prepared. No term or provision of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of COUNTY, or making CONTRACTOR or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which COUNTY provides its employees.

12. **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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 to the requirements of such law, regulation or rule.
20. **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.

21. **Amendment.** No changes to this Agreement shall be made except upon written agreement of both parties.
22. **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. This agreement is subject to the Texas Public Information Act in accordance with Chapter 551 of the Texas Local Government Code.
23. **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.
24. **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.

WEBB COUNTY, TEXAS

By: _____

TANO TIJERINA
WEBB COUNTY JUDGE

Ms. Cynthia Santos, RD, LD
Independent Contractor

ATTESTED:

MARGIE RAMIREZ IBARRA
WEBB COUNTY CLERK

DATE _____

APPROVED AS TO FORM:

Jorge D. Trevino, Jr.
WEBB COUNTY ASSISTANT CIVIL
DIVISION ATTORNEY*

*By law, the Webb County Civil Division 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).