

**AGREEMENT BETWEEN THE CITY OF LAREDO AND DAVID CRUZ, MD, PA,
FOR PROFESSIONAL SERVICES AS MEDICAL DIRECTOR AND PRESCRIPTIVE
AUTHORITY FOR THE CITY OF LAREDO EMPLOYEE HEALTH AND WELLNESS
DIVISION**

This agreement is made and entered into, by and between the **City of Laredo**, hereinafter referred to as the "**CITY**," and **David H. Cruz, MD, PA**, hereinafter referred to as "**PROVIDER**."

SCOPE OF SERVICES

In consideration of the mutual promises herein contained, the CITY hereby engages, and the PROVIDER does hereby promise and agree to perform at the CITY's Employee Health & Wellness Division Clinic, located at 1102 Bob Bullock Loop, Laredo, Texas, all services required and enumerated in this Agreement, and more particularly described in Exhibit "A."

This Agreement encompasses responsibilities related to medical directorship, medical evaluations, workers' compensation review, and prescriptive authority oversight as outlined below:

1. **Medical Director Services:**
Provide oversight and medical direction for the CITY's Employee Health & Wellness Division Clinic to ensure all operations are conducted in accordance with applicable federal, state, and local regulations, policies, and professional standards.
2. **Prescriptive Authority Oversight:**
Provide clinical prescriptive authority oversight of Family Nurse Practitioner Melissa M. Gonzalez for the provision of medical services to City of Laredo employees and dependents under the CITY's medical plan.
3. **Oversight and Guidance:**
Provide at least weekly and/or as-needed oversight and guidance to Family Nurse Practitioner Melissa M. Gonzalez, serving as the designated prescriptive authority oversight provider (see Exhibit "A").
4. **Professional Standards:**
Ensure the quality of professional practice by performing all duties within recognized professional, legal, and ethical standards of medical care.
5. **Leadership and Collaboration:**
Provide leadership and collaboration with Family Nurse Practitioner Melissa M. Gonzalez and other members of the health care team to promote effective coordination and delivery of quality patient care.
6. **Quality Assurance and Compliance:**
Participate in quality assurance and quality improvement activities to demonstrate compliance with all applicable standards, laws, regulations, policies, and procedures of the CITY and relevant medical oversight bodies.
7. **Consultation and Advocacy:**
Act as a consultant and advisor to Family Nurse Practitioner Melissa M. Gonzalez, other health

care staff, and the broader community, including serving as an advocate for patients and ensuring continuity and excellence in clinical services.

TERM

The term is for a period of two (2) years with an additional two (2) one (1) year renewal option, beginning October 1, 2025 and ending September 30, 2027, exercisable by the City Manager. The agreement would be renewable at the expiration of said term by the mutual consent from both parties. Either party may terminate the Agreement with sixty (60) day's written notice.

METHOD OF COMPENSATION

CITY hereby agrees to compensate PROVIDER for services rendered to clients for those services described in Attachment A of this agreement. CITY hereby agrees to compensate PROVIDER for services rendered to employees of City of Laredo and dependents under the employee's medical plan. PROVIDER agrees not to charge employees for any services rendered pursuant to this contract.

Invoices for any services provided must be received by CITY no later than the 10th of the month, following the month in which the services were provided. Invoices must be sent to the address provided in the notice provision of this agreement. Compensation will be paid in twelve equal payments of \$6,250.00 on a monthly basis, upon receipt of an invoice. The annual base compensation will be a total amount of \$75,000.00 per year for a two (2) year agreement and annual adjustment of 3% Cost-of-Living (COLA) and shall not exceed a total contract amount of three hundred fifteen thousand \$315,000.00 dollars per annual year.

Since PROVIDER is an independent contractor, the parties stipulate that PROVIDER will be solely responsible for all workers' compensation insurance and/or the reporting and payment of any and all applicable withholdings or taxes including, but not limited to F.I.C.A. and social security.

FUNDING

This agreement is contingent upon funding being available for the term in question and PROVIDER shall have no right of action against CITY in the event that CITY is unable to perform its obligations under this agreement as a result of the suspension, termination, withdrawal or failure of funding for CITY.

PROFESSIONAL STANDARDS

Provider 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 Provider's work, and SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIMS RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY PROFESSIONAL, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES. If Provider observes that the work is at variance, Provider shall promptly notify the City in writing.

PROVIDER must have the ability to (verbally) communicate effectively in Spanish with employees during office visits; or alternatively, provide for the services of a translator to accomplish this at the cost and expense of PROVIDER. The reason for this stipulation is that some of the employees of CITY speak only Spanish and are not able to comprehend and communicate in the English language.

PERFORMANCE METRICS

Area	Metric	Measurement Method
On-Site Oversight	Minimum 1 day per week	Attendance logs, schedule
WC Reviews	Completed within 5 business days	Case log tracking
Prescriptive Supervision	Quarterly documentation filed	Signed records
Compliance	100% regulatory adherence	Internal audit
Collaboration	Attend quarterly meetings	Meeting minutes
Satisfaction	≥ 85% employee satisfaction	Annual survey

INSURANCE AND CERTIFICATES OF INSURANCE

PROVIDER further agrees to furnish CITY with a copy of his Texas medical license, proof of insurance at Provider's expense as required in Exhibit "B" and such insurance has been approved by the City. Any subcontractor of the Professional shall be required to carry the same insurance as the Professional. Certificates of Insurance shall be attached hereto as Exhibit "C" and incorporated herein.

TERMINATION

Either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party, without the necessity of cause. Notwithstanding the foregoing, the City shall have the right to terminate this Agreement immediately for cause, upon written notice to the other party, in the event of (i) the loss, suspension, or revocation of any medical license or professional certification required to perform the obligations under this Agreement; (ii) a material breach of any term, covenant, or condition of this Agreement; or (iii) the failure of the other party to maintain the insurance coverage required herein. Termination under this provision shall not relieve either party of any obligations or liabilities accrued prior to the effective date of termination.

INDEMNIFICATION

The provider shall save harmless the city from and against all claims and liability due to the activities of the provider, his agents, employees or contractors preformed under this agreement and that result from any negligent act, error, or omission of the provider or his agents, employees or contractors. With respect to the provider's indemnity obligation set forth in above, the provider shall have no duty to indemnify for any damages caused by the sole negligence of the city.

RELATIONSHIP OF THE PARTIES

Nothing contained in this agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge that the relationship existing is one of independent contractor. This agreement does not and shall not be construed to entitle either party or any of their respective employees or officials, if applicable,

to any benefit, privilege or other amenities of employment from the other party. The parties to this contract do not intend to create any third party. No person who is not a party to this contract may bring a cause of action pursuant to this contract as a third-party beneficiary. This contract may not be interpreted to waive the Sovereign immunity of any party to this contract to the extent such party may have immunity under the law of the State of Texas.

EXCHANGE OF INFORMATION

The parties acknowledge that it is necessary for them to exchange information and cooperate fully regarding policies affecting the administration of the agreement, to the end of achieving an orderly and effective delivery of high-quality services to all participants referred to PROVIDER by CITY.

RECORDS AND CONFIDENTIALITY

Physician shall maintain all patient and employee medical records in compliance with HIPAA, Texas Medical Board, and City policy. Records are subject to audit by the City for compliance purposes only.

AUDIT AND INSPECTION OF RECORDS

The PROVIDER shall permit CITY, the Texas Department of Health, or any of their authorized representatives to inspect and audit all data and records relating to the performance of this agreement. All records pertaining to the agreement shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible at all reasonable times.

OVERSIGHT AND ADMINISTRATION

This Agreement shall be administered by the City Department of Health. The Department shall coordinate scheduling, compliance tracking, and performance evaluation.

ARTICLE XII. DISCRIMINATION PROHIBITED

No person in the United States shall, on the grounds of race, creed, age, handicap, ability to pay, color, sex or national origin be excluded from participation in, be denied the process of, or be subject to discrimination in the performance of this agreement.

AMENDMENT

This agreement may be amended by the mutual agreement of the parties hereto, in writings to be attached to and incorporated into this agreement.

MISCELLANEOUS

14.01 Paragraph Headings. The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

14.02 Agreement Interpretation. This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

14.03 Venue/Governing Law. The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Webb County, Texas. Exclusive venue shall lie in Webb County, Texas.

14.04 Severability. In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

14.05 Notices. Notices provided pursuant to this agreement shall be sent in writing via either hand delivery or certified mail, return receipt requested to the following addresses:

Dr. David H. Cruz, MD, PA
1811 N. Arkansas
Laredo, TX 78040

Richard A. Chamberlain
DrPH, MPH, DipACLM, CPM, CHW, LCI, RS
Director of Public Health
2600 Cedar Ave.
Laredo, TX 78040

ENTIRE AGREEMENT

This Agreement, including the incorporated Delegated Prescriptive Authority Agreement and any approved amendments, constitutes the entire understanding between the parties and supersedes all prior agreements.

In witness whereof this agreement has been executed in duplicate by authorized on the _____ day of _____, 2025.

CITY OF LAREDO

PROVIDER

By: _____
Joseph W. Neeb Date
City Manager

By: _____
David H. Cruz, MD, PA Date

RECOMMENDED

ADVANCED PRACTICE REGISTERED NURSE

By: _____
Richard A. Chamberlain Date
DrPH, MPH, DipACLM, CPM, CHW, RS
Director of Public Health

By: _____
Melissa M. Gonzalez, APRN, FNP-BC Date

CITY OF LAREDO

APPROVED AS TO FORM
Doanh T. Nguyen, City Attorney

By: _____
Amber R. Holmes Date

Assistant City Attorney

ATTESTED

By: _____
Mario I. Maldonado, Jr. Date
City Secretary

EXHIBIT "A"
SCOPE OF SERVICES

In fulfilling the terms of this Agreement, Provider, Dr. David H. Cruz, PA, MD, hereby agrees to serve as the Medical Director and Delegating Physician for the City of Laredo Employee Health & Wellness Division Clinic, located at 1102 Bob Bullock Loop, Laredo, Texas.

Under this Agreement, Dr. Cruz shall provide direct medical oversight, workers' compensation evaluation, medical review, and prescriptive authority supervision for Family Nurse Practitioner Melissa M. Gonzalez, APRN, FNP-BC, and the clinical services provided to City of Laredo employees and their dependents covered under the City's medical plan.

I. General Duties and Responsibilities

1. Provider shall be present at the Clinic on designated day(s), ready to begin at the agreed-upon time, no less than once per week, and more frequently as needed by the City of Laredo.
2. Provider shall give prior notification to the Clinic if unable to maintain a scheduled clinic day to allow rescheduling of patient appointments.
3. Provider shall evaluate, treat, and follow up with all eligible clients.
4. Provider shall evaluate and treat workers' compensation injuries if part of the Texas Workers Compensation Alliance Network.
5. Provider shall ensure appropriate documentation and signature on medical records and clinic encounter forms.
6. Provider will perform periodic health examinations and treatments for City of Laredo employees and dependents under the City's medical plan.
7. Provider shall authorize immunizations for City of Laredo employees.
8. Provider will provide consultation services as needed for clinic staff, employees, and dependents under the City's medical plan.
9. Provider shall refer patients for specialty consultations as clinically indicated.
10. Provider may act as Medical Review Officer (MRO) for drug and alcohol-related cases.
11. Provider will assist with the education of employees regarding health promotion and disease prevention.
12. Provider will support epidemiological and surveillance activities concerning employee populations at risk.
13. Provider shall ensure the maintenance and confidentiality of occupational medical records.
14. Provider shall assist in the interpretation and development of government regulations relevant to employee health and safety.
15. Provider will assist in reducing illness-related absenteeism among employees.
16. Provider will provide employee counseling and education on health matters.
17. Provider shall deliver excellent customer service to all City employees and staff.
18. The Employee Health & Wellness Division shall remain responsible for scheduling all clinic appointments.
19. Provider shall perform any other services deemed consistent with the scope of this Agreement as requested by the City.

II. Qualifications and Scope of Practice of the APRN

Melissa M. Gonzalez, APRN, FNP-BC meets the qualifications and practice requirements set forth by the Texas Board of Nursing, holding prescriptive privileges and certification as a Family Nurse Practitioner by the American Nurses Credentialing Center (ANCC). The collaborative agreement between Dr. David H. Cruz and Ms. Gonzalez meets all applicable statutes and rules set forth by the Texas Board of Nursing and the Texas Medical Board.

The APRN's practice may include:

- Diagnosis of illness and physical conditions.
- Performance of therapeutic and corrective measures.
- Prescription of medications for patients within the authorized scope of practice.
- Health counseling, teaching, case finding, and provision of care supportive or restorative to life and well-being.

III. Practice Protocols

Under this collaborative agreement, the APRN shall provide Primary and Child Health Services for City of Laredo employees and dependents under the City's medical plan in accordance with established protocols and functions, including:

- History and physical examinations of patients.
- Daily patient visits for routine follow-up.
- Diagnosing acute and chronic health care problems.
- Ordering and interpreting laboratory and diagnostic tests.
- Developing care plans for acute and chronic conditions.
- Prescribing treatments and medications.
- Providing patient education and preventive health screening.
- Referring patients for physician consultation when warranted.
- Individual case management.
- Other duties as assigned.
- **Emergency Care:** In an emergency, the APRN may provide immediate care to stabilize or prevent deterioration of a patient's condition, including actions beyond her usual scope if necessary to preserve life or prevent harm. EMS services shall be procured in such cases.

IV. Delegation of Prescriptive Authority

- Upon registration of delegation with the Texas Medical Board, and in accordance with all applicable laws, the APRN may prescribe medications under Dr. Cruz's authority.
- The APRN holds prescriptive authorization from the Texas Board of Nursing.
- Dangerous Drugs: Routine prescription medications as indicated.
- Controlled Substances: Current registration for Schedules III, IIIN, IV, and V. Prescriptions for controlled substances under Schedules III–V shall adhere to the following conditions:
 - Limited to a 30-day supply or less.
 - No use of controlled substances in children under 15 years of age.
 - Consultation with the delegating physician shall be documented in the patient's chart.
 - No limitations or monitoring beyond standard of care requirements as defined in TMB Rule 193.2(10).

V. Physician Consultation and Collaboration

Both parties agree to maintain ongoing collaboration and periodic evaluation of the working relationship, including formal and informal reviews of protocols and practice concerns as they arise.

The APRN agrees to:

- Follow mutually agreed-upon protocols.
- Prescribe medications only as delegated.
- Document all physician consultations in the patient's record.
- Participate in annual review of protocols.

The Collaborating Physician agrees to:

- Be available for chart reviews as scheduled.
- Be available for consultation as needed (onsite, by telephone, or electronically).
- Delegate prescriptive privileges to the APRN via the Texas Medical Board.
- Review protocols annually.

VI. Quality Assurance and Documentation of Supervision

- Standard of Care: The collaborating physician shall review the APRN's clinical decisions and documentation to ensure consistency with established standards and shall provide recommendations for improvement as needed.
- Medical Records: Documentation shall reflect physician consultation when supervision is provided on medical aspects of care.

VII. Chart Review

A representative sample (10%) of patient records shall be reviewed by the collaborating physician monthly or quarterly, as agreed. The review shall confirm adherence to protocols and standards of care. A chart review checklist shall be completed for each chart, signed by both the APRN and the supervising physician, and maintained on site for possible regulatory review.

VIII. Agreement and Compliance

- The APRN is responsible and accountable for performing to the full extent of her training and licensure under this collaborative agreement, in compliance with all applicable Texas Medical Board and Texas Board of Nursing regulations.
- The agreement shall be reviewed at least annually and revised as necessary.
- The collaborating physician shall provide adequate supervision in both supervising and delegating capacities, without the need to be physically present at all times.
- Either party shall provide a copy of the prescriptive authority agreement to their respective licensing board upon request within three business days.
- Definitions of "medication order" and "prescription" shall conform to Texas Occupations Code § 551.003 and Texas Health and Safety Code § 481.002.
- Pursuant to Senate Bill 406, there is no requirement for site-based prescriptive authority; proximity between physician and APRN practice locations is not mandated.

- All prescriptive delegation shall include adequate supervision under the Texas Medical Practice Act. The collaborating physician shall serve in both the supervising and delegating roles as authorized.

EXHIBIT "B"

CITY OF LAREDO

INSURANCE PROVISIONS FOR PROFESSIONAL SERVICE CONTRACTS

The following insurance provisions shall provide additional clarification to the "INSURANCE AND CERTIFICATES OF INSURANCE" Section of the contract, and the Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain, until the work covered in the contract is completed and accepted by The City of Laredo, the minimum insurance coverages as follows:

1. Professional Liability (Medical Malpractice/Errors and Omissions) for professional services with minimum limits of \$200,000 per-occurrence and \$600,000 annual aggregate or higher, limits depending on the type, size, and scope of services provided.

This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. The Professional may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.

Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

With reference to the foregoing insurance requirement, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers Compensation, and all liability policies.
4. The City of Laredo shall be named as the Certificate Holder, and a copy of the Certificate of Insurance shall be mailed to: City of Laredo, 1102 Bob Bullock Loop, Laredo, TX 78043." Also, we need a copy of the Certificate of Insurance for verification and a copy of Dr. Cruz's current medical license.
5. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name the City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
7. Required limits may be satisfied by any combination of primary and umbrella liability assurances.
8. Professional may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Laredo.

Upon request, Professional shall furnish the City of Laredo with certified copies of all insurance policies.

All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

EXHIBIT "C"

CERTIFICATE OF INSURANCE (COI) FOR DR. DAVID H. CRUZ (Please attach COI)