

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

**AGREEMENT TO PROVIDE SERVICES
C-07-402A-03-25**

THIS AGREEMENT made on April 15, 2008 by and between HIDALGO COUNTY, TEXAS ("County"), a political subdivision of the State of Texas, and Hope Family Health Center ("Contractor"), a Texas non-profit corporation located in the City of McAllen, Hidalgo County, Texas as follows:

WITNESSETH:

WHEREAS, County has great concern in serving the utilization of primary/specialty services to indigent individuals residing within Hidalgo County with a household income below two hundred percent (200%) of the Poverty Income Guidelines ("Indigent"), and to promote further utilization of primary/specialty care services for residents of Hidalgo County who are medically indigent, and to provide medical and health services for residents of the County; and

WHEREAS, Contractor has represented to County that it is a non-profit organization duly constituted under the laws of the State of Texas and is in the business of providing such services to indigents and other qualified recipients;

WHEREAS, County desires to contract with Contractor to provide such services as detailed in Attachment A; and

WHEREAS, County will disburse appropriated grant funds as outlined in Attachment B and County may require that such grant funds be returned if the County determines that Contractor failed to comply with the terms of requirements and services; and

NOW, THEREFORE, in consideration of the hereinafter set forth agreements,

convenants, and distribution of said funds, County and Contractor agree to the terms and conditions stated in this Agreement.

1. " Contractor agrees that it will provide primary/specialty care services for Indigents of Hidalgo County in need of medical assistance as detailed in Attachment A."

2. Contractor agrees that it will utilize such grant funds only for the purposes as detailed in the specifications and requirements of project.

3. Contractor agrees to provide the County any required reports, documentation, time sheets, activity log, canceled checks, and any other accurate records that identify accurately the application of grant funds for activities supported and requested in this Agreement.

4. Contractor shall carry liability insurance, in amounts that correspond with the limits of liability of County pursuant to the Texas Tort Claims Act, covering all persons and property which will be utilized in performing the services herein described. Contractor shall indemnify and hold County harmless from any and all liability that may arise and result from Contractor performance of the services herein described.

5. Contractor is eligible for a total amount not to exceed **\$174,287.00**. Cost may be reimbursed for expenditures consistent with this agreement incurred on monthly basis. Reimbursement will not commence until agreement is fully executed by both parties. Agreement will be effective April 15, 2008, upon acceptance and full execution. Costs consistent with this agreement may be incurred for duration of One (1) Year Period-One Time Basis. Reimbursements may be requested up to 60 days after the funding period expires (April 15, 2009) and any remaining funds will revert back to the County.

6. All payments will be made on a cost reimbursement basis. Quarterly reports will be required to establish that the proposed goals and objectives are being met. The Contractor shall adhere to the following procedures in order to receive payment:

1. Contractor shall submit a signed copy of this agreement.

2. Prior to seeking reimbursement, Contractor must incur costs pursuant to this agreement.
3. Contractor is entitled to a single reimbursement request per month, which must include the actual expenditures.
4. Reimbursement requests should be submitted no later than the 30th days after the end of the month for which reimbursement is requested except for the final reimbursement request, which may be submitted up to 60 days after the funding period expires.

7. In performing all services under this Agreement, Contractor represents and warrants that it will comply with all applicable laws, licenses, rules, regulations and ordinances relating to the performance of the services described in this Agreement. Contractor does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status or political affiliation.

8. Contractor will maintain all necessary and appropriate records and accounts to assure a proper accounting to the County of all funds provided to Contractor hereunder. Contractor acknowledges that the records, data and information received by it in the performance of this Agreement constitutes, or may constitute, information which is protected from disclosure by the Texas Open Records Act, and other applicable laws. Contractor will not release such confidential information to any party without first obtaining the appropriate consent from the parent/guardian, and/or client to whom the information pertains. Upon request of County, Contractor agrees to provide County and its county or independent auditors access to its books and records, other than records or books which Contractor believes to be confidential patient/client records.

9. Contractor has provided County with its most recent audited financial

statements together with the execution of this Agreement. Contractor will provide County with copies of its audited financial statements for any fiscal year of Contractor during which it has received funds under this Agreement as soon as such financial statements are available.

10. Contractor represents and warrants to the County that it possesses any and all the necessary licenses and/or permits required by state, federal or local authorities and that it possesses or can obtain the necessary skills and expertise to perform the services provided hereunder. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to the conduct of its business. Contractor understands that County has relied and is relying on Contractor representations and warranties as a material element of this contract.

11. **Independent Contractor.** Contractor, at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the provision of services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of Contractor or any of Contractor's partners, employees, subcontractors or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor will have the exclusive responsibility for the payment or provision of all such taxes and benefits and arrangement for all insurance coverages for its employees, agents, officers or partners, and shall discharge such obligations fully.

12. **Conflict with Applicable Law.** Nothing in this Agreement shall be

construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

13. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

14. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.

15. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

16. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written

receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County, Texas
County Judge
Honorable Juan D. Salinas, III
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: **Hope Family Health Center**
Attn: Anna Maria Barrera, LBSW, Executive Director
2332 Jordan Road
McAllen, Texas 78503

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

17. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

18. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

19. **Assignment.** This Agreement shall not be assignable.

20. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or

interpretation of any provision or paragraph hereof.

21. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

22. **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES on this the ____ day of _____, 2008.

HIDALGO COUNTY, TEXAS

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Company: _____

By: _____
Print

Arturo Guajardo, Jr., County Clerk

Name: _____

Title: _____

Approved by Commissioners Court On: March 25, 2008

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

Stephen L. Crain

ATTACHMENT "A"

SERVICES/WORKPLAN

A. DESCRIPTION OF AGENCY:

- Hope Health Family Center is a non-profit organization has been in existence since 1995 when it began to provide counseling services and then it added the medical services in 1999. HFHC is one of three existing community health centers that are providing some of that relief. Today patients benefit from a holistic approach to healthcare where they can, if they choose, receive medical services, counseling services (individual and/or family), chiropractic services, specialty services, such as cardiology and urology and support services such as occupational therapy. Patients/clients of HFHC are provided with quality healthcare due to the generous amount of time donated by local medical providers who volunteer their time to help the less fortunate of the County. Such volunteers are supported by 4 full-time staff members.

- HFHC has volunteer medical staff that over time has been expanded to include: six (6) Family Practitioners, three (3) Pediatricians, One (1) Internist, One (1) Cardiologist, One (1) Nurse Practitioners, Two (2) Chiropractors, One (1) Occupational Therapist. The Counseling Services Program currently has Five (5) Part-Time Master Of Science in Social Work Graduate Interns providing counseling who are supervised by One (1) Licensed Clinical Social Work Therapist and One (1) Licensed Master Of Social Work Therapist. HFHC has a strong affiliation with the UTPA College of Health & Human Services and its many different departments, i.e. Social Work, Cooperative Pharmacy Program, Physician Assistant Studies (PAS), Dietetics, Nursing, Rehabilitative Services and Occupational Therapy.

B. HOURS OF OPERATION: The hours of operation are as follow: Monday, Wednesday, Friday, from 9:00 a.m. to 5:00 p.m. and Tuesday & Thursday, from 9:00 a.m. to 8:00 p.m. Counseling clients may be seen on Saturdays if necessary.

C. PLAN PAYOR MIX: Services are available only to adults and children who are without private health insurance, Medicare, Medicaid, or Texas CHIP and who fall 200% below the Federal Poverty Level. HFHC will NOT see any clients/patients who have benefits such as Medicare, Medicaid, Texas CHIP, or Private Insurance. HFHC does NOT accept any form of insurance including Hidalgo County Indigent.

D. OFFERED SERVICES AND TYPES OF PROVIDERS: Volunteers and student interns provide basic, quality medical care, health education and family-centered,

mental health services to families and individuals without access to health care and who are economically disadvantaged.

The services provided are a holistic approach to prevention and treatment. Medical services include but are not limited to: family medicine, pediatric services, women's health, men's health, urology, cardiology, chiropractic services, occupational therapy, management of diabetes and other chronic illnesses, assistance with medication samples when samples are available and medication education.

HFHC also provides counseling services. Counselors at HFHC strive to assist clients in empowering themselves to use their own strengths to make positive changes in their daily lives. Our counseling services are confidential as well as family centered and solution focused. We provide counseling services to children, adolescents, adults and older adults in the form of individual, couple/marital and family therapy. Counseling services are provided by Licensed Clinical Social Workers, Licensed Master Social Workers and graduate level student interns from the school of Social Work and Rehab departments at UTPA who are under the direct supervision of an LCSW. Counseling services are provided in English and Spanish based on the client's preference.

Currently HFHC has volunteer medical staff that over time has been expanded to include: six (6) Family Practitioners, three (3) Pediatricians, One (1) Internist, One (1) Cardiologist, One (1) Nurse Practitioner, Two (2) Chiropractors, One (1) Occupational Therapist. The counseling services program currently has five (5) part-time Master of Science in Social Work graduate interns providing counseling who are supervised by One (1) Licensed Clinical Social Work Therapist and One (1) Licensed Master of Social Work Therapist.

HFHC has a strong affiliation with the TUPA College of Health & Human Services and its many different departments, i.e. Social Work, Cooperative Pharmacy Program, Physician Assistant Studies (PAS), Dietetics, Nursing, Rehabilitative Services and Occupational Therapy. The use of student interns and volunteers is not new to HFHC however the use of PAS clinical students would be a fresh and exciting addition to the human capital already in place. Collaborations with local agencies and businesses continue to be fostered. HFHC works closely with a locally owned laboratory company and a locally owned x-ray facility that gives the patients of HFHC reduced/discounted prices. However, because of all the patients/clients seen at HFHC are below 200% of the Federal Poverty Level sometimes these reduced prices/discounts are still not enough. HFHC continues to seek out funding to assist those who cannot even afford the discounted prices that have been secured for them.

- E. **SERVICES:** HFHC proposes to provide client centered chronic illness prevention and management case-management. Services will be provided at HFHC located at 2332 Jordan Road, McAllen, Texas. Volunteer physicians and

physician assistant students will provide the consultation, medication management and set preliminary goals for treatment with the patient. The physician assistant students will be completing a clinical rotation at HFHC under the supervision of a University of Texas Pan American Physician Assistant Studies Program faculty member. Along with the medical consultation the patient will be provided with one-on-one case-management/counseling services by a licensed social worker. As the patient is identified for intensive case-management, the patient will be included a multi-disciplinary treatment plan meeting where goals will be set for positive outcomes with the patient on board with the plan. The treatment plan may include supportive services such as occupational therapy, chiropractic services as well as individual/family therapy. All services will be free to patient however a donation will be encouraged as to create a sense of ownership rather than entitlement.

- F. **PATIENT CARE:** HFHC provides services by appointment only due to the volunteer nature of the organization. Currently the wait time for an adult to see a physician is less than two weeks and for children it is less than one week. With the addition of the Physician Assistant Studies clinical students the wait time can be cut in half or less.

With the funding being requested, HFHC expects to see an increase of 35% in the number of unduplicated patients seen per month. Currently the average number of unduplicated patients seen is 194 a month, with the 35% increase HFHC expects to see 262 or more unduplicated patients a month. Patient care visits will increase from 275 a month to 371 or more a month reflecting the 35% mentioned earlier.

The current mode of operation allows for the patient to create a medical home with HFHC and each patient is expected to take an active role in their care. Presently this is accomplished by requiring patients who have been given a diagnosis diabetes or hyperlipidemia to have their lab work done every three months as a condition of our continued assistance with medication. Patients who have given a diagnosis of hypertension must return to the clinic every month for blood pressure monitoring as a condition for assistance with their medication. With the implementation of the client centered approach to treatment and case-management the patient will be asked to participate in a greater role to not only remain medically stable but to improve their outcomes to the point where they may no longer need medication.

GOALS:

1. Expand medical services by 35% with the addition of the following:
 - a. senior year students in their clinical rotations from the UTPA Physician Assistants Studies Program
2. Improve health outcomes of newly diagnosed or currently established diabetic or hyperlipidemia patients by:

- a. Enrolling 35-50 currently active patients and 25-40 new patients a quarter.
- b. Providing 1:1 Diabetic/Nutrition Counseling
 - i. Recruit up to two registered clinical dietitians
 - ii. Provide glucose monitoring machines and test strips to participants.
- c. Providing 1:1 Intensive Case Management/Counseling
 - i. Hire a full-time case manager to provide intensive case management s well as supportive counseling to patient and family.
 - ii. Hold quarterly multi-disciplinary team meetings and include patients to include their input in the plan of care.
- d. Providing assistance with cost of laboratory and diagnostic testing fees.

ATTACHMENT "B"

GRANT FUNDING DISTRIBUTION AND FUNDING/BUDGET SUPPORT

PROGRAM PROJECT:	Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management Services
AGENCY:	Hope Family Health Center
CONTACT PERSON:	Anna Maria Barrera, Executive Director
GRANT FUNDING REQUEST:	\$200,000.00
AMOUNT APPROVED BY CC:	\$174,287.00

GRANT FUNDING MONTHLY REIMBURSEMENT BASIS EFFECTIVE	April 15, 2008 (Upon full execution by both parties)
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Collaborative Relationship With University of Texas Pan American Physician Assistant Studies Program (will serve approximately up to an additional 800 patients/clients a year)	\$60,000.00
Laboratory Services and Some Diagnostic Testing (at no cost to patients)	\$45,000.00
Purchase Glucose Meters and Test Strips	\$25,000.00
Recruit one or two contract registered dietitians/nutritionists	\$30,000.00
Hire a Case-Manager/Counselor	\$40,000.00
TOTAL COSTS	\$200,000.00
