

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

**AGREEMENT TO PROVIDE SERVICES
C-07-402B-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 Nuestra Clinica Del Valle ("Contractor"), a Texas Community/Migrant Health Center located in the City of San Juan, 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, covenants, 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 **\$217,619.00**. 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: **Nuestra Clinica Del Valle**
Attn: Lucy Ramirez, Executive Director
801 West 1st. Street
San Juan, Texas 78589

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:

Arturo Guajardo, Jr., County Clerk

Company: _____

By: _____
Print

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:** Chartered in 1971, Nuestra Clinica del Valle is a non-profit JCAHO-accredited organization. NCDV provides primary care for indigent populations (at or below 200% FPL) residing in Hidalgo County, which has been designated as a Medically Underserved Area (MUA) and as a Health Professional Shortage Area (HPSA). NCDV operates several fully-staffed year-round primary care clinics in San Juan, Mercedes, Donna, Edcouch, Mission, the San Juan School-Based Health Center, Alton, Alton Memorial, and San Carlos—serving over 36,900 patients a year.
- Nuestra Clinica del Valle’s mission is to serve our community in a positive compassionate manner by providing the highest degree of primary and preventative health care services within every department of the center while excelling at customer service. The Center’s vision is to lead the way to comprehensive preventive and primary care to all residents of Hidalgo County regardless of their socioeconomic status.
- B. **HOURS OF OPERATION:** The hours of operation are from Monday through Friday from 8:00 a.m. to 5:00 p.m. The clinic located in San Juan, Texas, has a medical night clinic from 6:00 p.m. to 9:00 p.m. Monday, Wednesday, and Friday.
- C. **PLAN PAYOR MIX:** Nuestra Clinica del Valle’s client payer mix is 78% uninsured (self-pay), 12% Medicaid 6% Medicare, and 4% Private Insurance. The Center accepts all private insurances. Services are also offered to all county residents on a sliding fee scale. Clients are charged based on their ability to pay—with most patients qualifying to pay the minimal co-payment.
- D. **OFFERED SERVICES AND TYPES OF PROVIDERS:** NCDV is committed to providing affordable quality care through a full range of primary care services, including obstetrical and gynecological care; general pediatric care; general family medicine; and breast and cervical cancer screening. NCDV will serve as the fiscal agent and lead agency for the WIN project in addition to being the

medical home for the clients.

- E. **SERVICES:** NCDV in collaboration with the Center for Community Health Development, Texas A&M Health Science Center School of Rural Public Health (CCHD) and a multitude of health and human service providers-have joined forces to develop a pilot project called WIN-Women's Health Improvement Network.

The purpose of the WIN project is to: Utilize promotores (or community health workers-CHWs) as case/care managers to increase access to prevent and provide disease management for colonia women at risk for breast cancer through a network of community providers. The following are the roles various WIN partners will provide.

- NCDV will serve as the fiscal agent, lead agency for the WIN project, as well as the primary care provider for the residents.
- The Center for Community Health Development (CCHD) at the Texas A&M School of Rural Public Health (SRPH), one of 33 CDC-supported Prevention Research Centers in the U.S., has a mission to work collaboratively with communities, to translate, evaluate, and disseminate effective individual, organizational, community, and regional strategies for addressing critical health issues in rural and underserved populations. In the RGV, the Robert Wood Johnson Foundation (initially jointly funded by the Health Resources and Services Administration) provided funding (2001-2007) to support two phases of the Integrated Health Outreach System (IHOS) project. Through employment of community health workers (CHWs)-called promotoras—in the colonias and at access points in the health service delivery system, the first phase of the project focused on increasing access to care and creating a network of providers. In the second phase, the promotoras' roles have changed as they are now involved in building capacity and engaged as community leaders in the development, implementation, and evaluation of programs to improve health. CHW approaches have proven effective in reaching a variety of subpopulations.

- The Hidalgo-Starr Medical Society will recruit physicians to provide sub-specialty care for residents and will be reimbursed at the current Medicaid/Medicare rates for treatments.

PATIENT CARE: The projected number of unduplicated clients that will receive a free screening mammogram and enter into a case management process is 250. The number screened for a free mammogram is projected between 350 to 500. CCHD promotoras will refer any women not qualifying for a mammogram (for either residency, age, or other reasons) to Planned Parenthood and other public clinics providing those services. Mammogram Services are:

- Screening Mammogram
- Radiologist Consult Fee
- Breast Ultrasound
- Ultrasound with Aspiration
- Surgeon & Treatment
- Radiation and Chemotherapy extended care.
- Primary care appointments

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: Nuestra Clinica Del Valle
CONTACT PERSON: Lucy Ramirez, Executive Director
GRANT FUNDING REQUEST: \$249,724.00
AMOUNT APPROVED BY CC: \$217,619.00

GRANT FUNDING MONTHLY REIMBURSEMENT BASIS EFFECTIVE April 15, 2008 (Upon full execution by both parties)

Budget Category

Screening Mammogram	-0-
Radiologist Consult Fee	-0-
Compression Spot (diagnostic mammograms)	\$6,421.00
Breast Ultrasound	3,212.00
Ultrasound with Aspiration	12,091.00
Surgeon & Treatment	57,000.00
Radiation/Chemotherapy Extended Care	90,000.00
Primary Care Appointments	21,000.00
Outreach Screening Events	-0-
Promotora Case Management	60,000.00

*** Total Amount ***

*** \$249,724.00 ***
