

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

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

THIS AGREEMENT made on April 15, 2008, by and between HIDALGO COUNTY, TEXAS ("County"), a political subdivision of the State of Texas, and Physicians' Educational Foundation ("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, 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 **\$163,630.00**. 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-OneTime 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: **Physicians' Educational Foundation**
 Attn: Melissa Pena
 205 East Toronto
 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: _____

Printed

Name: _____

Title: _____

Arturo Guajardo, Jr., County Clerk

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:

- Physicians' Educational Foundation, Inc. a non-profit 501c(3) organization, established in 1977 in McAllen, Texas, was created to promote medical education and to promote health services in Hidalgo County. The Foundation trains family medicine residents through its Residency Program, preparing them for primary care and rural practice in South Texas. The Foundation operates the Family Medical Center in McAllen, where residents receive some of their training.
- The Residency Program is a three year Family Practice track and affiliated with the University of Texas Health Science Center-San Antonio. There are currently 18 resident (3 for each yearly track), six faculty members, and various supporting staff.
- The Family Medical Center at Physicians' Educational Foundation is an 18,400 square foot clinic, with 22 examination rooms, two procedure rooms, and a laboratory. It also provides offices for a nurse-patient educator, a social worker, administrators, and staff. The location of the Family Medical Center places the clinic just four blocks from the main teaching hospital facility, McAllen Medical Center.

B. HOURS OF OPERATION:

The hours of operation are from Monday through Friday, from 8:00 a.m. to 5:00 p.m. The Foundation has a 24-hour answering service to answer calls after clinic hours. Resident Physicians are also on call at McAllen Medical Center 24 hours a day, 7 days a week.

C. PLAN PAYOR MIX:

Medicaid=44%
Medicare=10%
Private Insurance=15%
Uninsured=31%

D. TYPES OF ACCEPTED INSURANCE:

Physicians' Educational Foundation accepts most medical insurance plans, Medicare, Medicaid, Blue Cross, County Indigent, and Workman's Compensation.

E. OFFERED SERVICES AND TYPES OF PROVIDERS:

This application is to allow the "Physicians' Educational Foundation" to expand primary care services provided to underserved communities in Hidalgo County and thus alleviate some of the barriers to primary care. Through the duration of this project, we plan to reach 800 people (if the proposed budget amount is provided) by providing the following health maintenance exams and follow-up care. The exams will include the following as appropriate given the age, sex, and other characteristics of each patient:

- Physical exam, including height, weight, blood pressure, pain scale, body shape analysis and body mass index (BMI)
- Clinical breast exam with self breast exam education
- Pelvic Exam with Pap Smear
- Chlamydia and gonorrhea screen

- Fecal occult blood testing for colorectal cancer screening
- Osteoporosis testing (referral based)
- Prostate cancer test by digital rectal exam
- Depression screening
- Lipid and complete metabolic panels
- Diabetes screening
- TSH screening for thyroid dysfunction
- “Get up and to test” to assess risk of falls at home
- HIV testing (part of pregnancy screening)
- Immunizations
- Physical / Sport Physicals
- Texas Health Steps Exams
- Sick Child Visits
- Additional Primary/Preventive care including: laboratory services, EKG Testing, Medication Administration, Family Planning, Prenatal and Postpartum Care, Comprehensive Routine & High-Risk Obstetrical Care, Diabetes Education, Nutrition Education, Cancer Screening, Simple Surgical Procedures
- Follow-up care as recommended in a “medical home”

F. RECRUITMENT OF PATIENTS: -Promotoras (community health workers) will recruit people from colonias in Hidalgo County to participate in this project. About half will be given appointments for an initial examination at the clinic and about half, near their homes in a community center or some such locale where privacy and confidentiality can be guaranteed.

While the clinic location is more convenient for physicians, the colonia is more convenient for patients, many of whom lack adequate transportation to attend a clinic appointment reliably. The Family Medical Center will have resident physicians carrying out Community Health rotations, and this project will allow the center to improve the education provided during the rotation. For this reason among others, the Family Medical Center is eager to carry out this project. Family practice resident physicians will further their education by attending patients in colonias, as they will gain a better understanding of patients’ living situations and the barriers they face in access to medical care.

G. SERVICES:

Services will be provided by a well-established, academic, primary care institution, the Family Medical Center. Resident physicians and supervising clinical faculty will conform to recommendations established by nationally recognized healthcare standards (United States Preventative Services Task Force, American Diabetes Association, American Cancer Society, American Academy of Family Physicians). This project will pay for clinical services at a reduced rate (e.g., \$50/initial appointment) and thus, will encourage participation by colonia residents who lack resources to pay for medical care and thus tend to avoid preventative screenings.

- Put Prevention into Practice (PPIP) Medical History Screening/Needs Assessment (see Supporting Documents). These clinical forms are endorsed by the Texas Department of Health, Bureau of Chronic Disease Prevention and Control, Chronic Disease Prevention Division. They provide guides to physicians in evaluating the status of patients with respect to routine healthcare screening. As a result, the healthcare provider will be able to determine which services the participant requires to achieve optimal health and prevent the development of disease progression. Importantly, the forms will assure that often underemphasized, but vitally important factors (such as alcohol or tobacco use and depression) will be noted.

- Immunizations-The Family Medical Center-UT routinely performs the evaluations and administration of all pertinent immunizations for primary care of adults and children. The physicians also provide counseling services with immunizations.
- History and Physical Exams-All participants will be evaluated in a comprehensive history and physical exam. History taking will expand upon the screening provided by the PIPP forms. A qualified physician will perform relevant medical exams and offer a variety of screening exams to determine such disease states as cancer, dementia, depression or other chronic diseases. Vital signs are part of every physical exam and include measurements of blood pressure, pulse, temperature, respiration rate, pain level, and body shape measures (BMI, waist and hip circumferences).
- Interventions-When faced with abnormal screening results, the physician will open a discussion with the patient about treatment options. When education and therapeutic lifestyle changes are indicated, a discussion between physician and patient will be the first step toward management of the disease. Every effort will be made to ensure that participants in this program have access to the resources necessary for their unique situations. A full-time clinical social worker is employed by the clinical facility and routinely assists people who need the services of specialists. Additionally, sample medications for common chronic diseases are often available.
- Clinical follow-up-It is expected that a large population will need to be followed by one of the medical center's primary care doctors, and appointments will be scheduled as necessary. More importantly, interventions will be directed during clinical follow-ups to reduce the burden of disease, and reduce the need for continued medical therapy whenever possible.
- Clinical Research-Information collected during the conduct and evaluation of this program will be utilized by academic staff in an effort to develop strategies to reduce barriers to primary healthcare. When appropriate, participants will be given the opportunity to participate in ethically sound clinical trials, which is other another way to secure timely primary healthcare services.

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: Physicians Educations Foundation
CONTACT PERSON: Melissa Pena
GRANT FUNDING REQUEST: \$187,770.00
AMOUNT APPROVED BY CC: \$163,630.00

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

<u>Personnel</u>	<u>Time (FTEs)</u>	<u>Annual Cost</u>
<i>Clinical:</i>		
Steven M.Stoltz, MD	0.15	\$25,000.00
UTHSCSA Resident	0.15	6,500.00
UTHSCSA Faculty	0.15	11,500.00
Lab/Support Personnel	0.15	1,200.00
<i>Promotoras:</i>		
Bonny Medina	0.25	5,200.00
Ester Carbajal	0.25	5,200.00
Total Personnel		\$54,600.00
<u>Travel</u>		<u>Total Estimation On Miles</u>
Local Mileage	.485 Cents Per Mile (Estimated Travel Mileage-1,680 Miles)	815.00
<u>Other Direct Cost</u>		
<i>Exam Costs</i>		
Health Maintenance Exam		40,000.00
Height, Weight, Blood Pressure, and BMI		-0-
Clinical Breast Exam		-0-
Pelvic Exam With Pap Smear		18,000.00
Chlamydia and Gonorrhea Screen		6,440.00
Fecal Occult Blood Testing		
Osteoporosis Test		9,360.00
Prostate Cancer Screen		-0-
Depression Screen		-0-
Lipid Panel		-0-
Diabetes Screen W/A1c		11,480.00
TSH Screen		6,000.00
Get up and Go Test		760.00
HIV Testing		-0-
Comprehensive Metabolic Profile		1,110.00
Follow-up Visit		4,305.00
		25,800.00
Total Exam Costs		
<u>Evaluation Services</u>		\$123,655.00
		8,700.00
Total Direct Costs		\$187,770.00