

CONTRACT

Out stationed Assigned Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Avenue
1304 South 25th Avenue
Edinburg, Texas 78542

CONTRACTOR: McAllen Hospitals, LP
1400 West Trenton Road
Edinburg, Texas 78539

II. Recitals

WHEREAS, the County administers various Assistance Programs (collectively the Program) under the provisions of state and/or federal law, and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices; and

WHEREAS, the Contractor desires to provide accommodations for County's out stationed employee eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between **McAllen Hospitals, LP** ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County").

The County will hire, train and assign to the Contractor's facility(s) one or more eligibility specialist (hereafter collectively referred to as Assigned Specialist) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each Assigned Specialist an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to Assigned Specialist conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

Assigned Specialist (whether one or more) assigned to the Contractor under this agreement remains an employee of the County. The employer-employee relationship exists solely between the County and the Assigned Specialist and all benefits, rights and employer-employee responsibilities rest with the County. Assigned Specialist shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered an agent or representative for the Contractor.

Each Assigned Specialist shall be under the supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.

Assigned Specialist assigned under this contract is subject not only to County regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with laws, regulations or policies of County.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all Program eligibility responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to Contractor any Assigned Specialist who was a former employee of Contractor and to which Contractor objects in writing to County.

V. Record-Keeping and Reporting

- (a) Contractor shall provide free access to all of its records pertaining to the services performed under this Contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement.
- (b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.
 1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
 2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the

Contractor.

3. The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
4. Contract period means the beginning date through the ending date specified in the original contract. Extensions to any contract are considered to be separate contract periods.

VI. Assurances and Compliance

- (a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.
- (b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.
- (c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:
 1. Any public assistance program in connection with which services are performed under this contract;
 2. County confidentiality regulations, if any;
 3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative Code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
 4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. Miscellaneous Provisions

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 even the effected 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.

No Waiver. No waiver by County or Contractor 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.

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 agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Contractor, and not otherwise.

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 shall be performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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 Health & Human Services
Attention: Human Services Director
1304 S. 25th Avenue
Edinburg, Texas 78542

If to Contractor: **McAllen Hospitals, LP**
Lorenzo Olivarez Jr., Chief Financial Officer
1400 West Trenton Road
Edinburg, Texas 78539
956-388-2126

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.

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

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.

Assignment. This Agreement shall not be assignable by Contractor. County may assign this Agreement without the consent of Contractor.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to effect the meaning or interpretation of any provision or paragraph hereof.

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.

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.

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

- (a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contract. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.
- (b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is January 1, 2013.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

Contractor

Signature *Date*

Signature *Date*

Honorable. Ramon Garcia
Name

Name

County Judge
Title

Title

Approved by Commissioners' Court on

Date

APPROVED AS TO FORM:

ATTEST:

By: Stephen L. Crain
Atlas & Hall LLP

Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow one or more County-employed eligibility specialist (collectively "Assigned Specialist") to be out stationed at health care facility(s) at the following locations:

1. County Responsibilities. Assigned Specialist shall:

- (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;
- (b) Certify to Contractor those Welfare recipients eligible for such assistance;
- (c) Refer ineligible applicants to Contractor's business office;
- (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the Contractor or its agents for verification.
- (e) Coordinate referrals to other county services and to Community Social Services.

2. Work Schedule:

Daily: Monday – Friday 8:00 AM to 5:00 PM (With the exception of one day of the week that the Assigned Specialist is assigned to assist at a County Clinic, on an as needed basis.)
Holiday: Assigned Specialist to follow approved County holiday schedule.

3. Contractor Responsibilities:

- (a) Provide for each Assigned Specialist adequate work space and equipment as supplied to Contractor's own staff;
- (b) Screen clients prior to referral to Assigned Specialist;
- (c) Refer to County Program Director any violations or inappropriate behavior of Assigned Specialist for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.
- (d) Ensure that referrals to Assigned Specialist will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director
Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

<u>Job Title</u>	<u>Full Time</u>	<u>Facility Location</u>
Assigned Specialist	x	Edinburg Regional Medical Center 1102 West Trenton Road Edinburg, TX 78541 956-388-6704 956-388-6025

The Assigned Specialists schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally an Assigned Specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

<u>Job Title</u>	<u>Full Time</u>	<u>Facility Location</u>
Assigned Specialist	x	McAllen Medical Center 301 West Expressway 83 McAllen, Texas 78503 956-971-5645 956-971-5839

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