

3:00 FILED  
AT 3:00 O'CLOCK P.M.  
DEC 14 2016  
ANTURO GUAJARDO, JR., COUNTY CLERK  
HIDALGO COUNTY, TEXAS  
BY: [Signature] DEPUTY

**CONTRACT**

**Out Stationed Assigned Specialists In Health Care Facilities**

**I. Parties**

**COUNTY:** Hidalgo County Texas  
Health and Human Services  
1304 South 25<sup>th</sup> Avenue  
Edinburg, Texas 78542

**CONTRACTOR:** Mission Hospital, Inc.  
900 South Bryan Road  
Mission, Texas 78572

**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**

- 3.1 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.
- 3.2 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.
- 3.3 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**

- 4.1 Assigned Specialist (whether one or more) assigned to the Contractor under this Contract 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.
- 4.2 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.
- 4.3 Contractor's supervision of the Assigned Specialist shall be limited to the responsibilities and activities described in Attachment A.
- 4.4 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.
- 4.5 Requirements pertaining to regular working hours and holidays are described in Attachment A.
- 4.6 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.
- 4.7 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**

- 5.1 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 Contract.
- 5.2 Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.
  - a) 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.

- b) 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 the later of three (3) years and ninety (90) days or 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.
- c) The Contractor will keep records of non-expendable property acquired under the contract for three (3) years after final disposition of the property.
- d) 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**

- 6.1 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.
- 6.2 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.
- 6.3 Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:
  - a) Any public assistance program in connection with which services are performed under this contract;
  - b) County confidentiality regulations, if any;
  - c) 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.
  - d) 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

- 7.1 **Conflict with Applicable Law.** Nothing in this Contract 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 Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- 7.2 **No Waiver.** No waiver by County or Contractor of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 7.3 **Entire Contract.** This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by an agreement in writing executed by County and Contractor, and not otherwise.
- 7.4 **Texas Law to Apply.** This Contract 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.
- 7.5 **Notice.** Except as may be otherwise specifically provided in this Contract, 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. 25<sup>th</sup> Avenue  
  Edinburg, Texas 78542

If to Contractor:               Mission Hospital, Inc.  
  900 South Bryan Road  
  Mission, Texas 78572  
  956-323-9106

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.

- 7.6 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 Contract.
- 7.7 Successors.** This Contract 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 Contract.
- 7.8 Assignment.** This Contract shall not be assignable by Contractor. County may assign this Contract without the consent of Contractor.
- 7.9 Headings.** The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to effect the meaning or interpretation of any provision or paragraph hereof.
- 7.10 Gender and Number.** All pronouns used in this Contract 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.
- 7.11 Authority to Execute.** The execution and performance of this Contract by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract 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**

- 9.1** 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.

- 9.2 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, 2017 .

**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**

Ramon Garcia 12/13/16  
Signature Date

Honorable Ramon Garcia  
Name

County Judge  
Title

APPROVED BY  
COMMISSIONERS' COURT  
ON: 12/13/16

Approved by Commissioners' Court on

**APPROVED AS TO FORM:**

By: Stephen L. Crain  
Atlas & Hall LLP

**Contractor**

Javier Inuegas  
Signature Date

Javier Inuegas  
Name

Chief Executive Officer  
Title

02/14/17  
Date

**ATTEST:**

Arturo Guajardo  
Arturo Guajardo



## 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: Tim McVey

**ATTACHMENT B**

**Schedule of Positions**  
**Out stationed Eligibility Specialist**

**(CONTRACTOR)**

<u>Job Title</u>	<u>Full Time</u>	<u>Facility Location (s)</u>
<b>Assigned Specialist</b>	<b>x</b>	<b>Mission Hospital, Inc. 906 South Bryan Road Ste # 103 Mission, Texas 78572 956-581-8596 956-581-9290</b>

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.

**AMENDMENT NO. A-17**  
**Contract For Outstationed Services**  
**Outstationed Eligibility Advisors/ME Specialists**  
**In Health Care Facilities**

This Amendment No. A-17 ("Amendment") is entered into by the Texas Health and Human Services Commission ("Commission") and Mission Hospital, Inc. dba Mission Regional Medical Center ("Contractor"). The Commission and Contractor previously entered into a contract effective September 1, 2016 for the purpose of outstationing the Commission's eligibility staff at the Contractor's facility (the "Contract").

I. Amendments to Contract

The Commission and Contractor agree to modify the Contract in **Section III** ("Participation"), by adding the following new subsections (g), (h) and (i) following **Section III. (f)**:

(g) Compliance with Contractor's information gathering procedures described in **Section III. (h)** below is strictly a voluntary choice for each Commission employee, and any negative findings will not have any impact upon an employee's employment with the Commission. Contractor will provide its written requirements for compliance with its Policies and Procedures governing persons occupying its facilities to each Commission employee stationed in Contractor's facilities immediately after the adoption of this Amendment. The Commission employee will have ten business days after receipt of the written requirements to respond to the Contractor's request for information. If the Commission employee does not volunteer to participate, then the Commission will make every effort to replace the non-participating Commission employee with another Commission employee who voluntarily meets the Contractor's requirements.

(h) Commission agrees to permit the Contractor, at Contractor's sole expense, to obtain any information about a Commission employee required to be in compliance with the Contractor Policy and Procedures governing persons occupying its facilities.

(i) Contractor will provide its written requirements for compliance with its Policies and Procedures governing persons occupying its facilities to the Commission along with the signed Amendment, and those requirements will be attached to and incorporated into this Amendment as **Appendix A-17**. Contractor will provide written notice to Commission employees describing any proposed changes to Contractor's requirements impacting the Commission employees no later than 30 days in advance of the effective date for implementation of the changes.

**Appendix A 17**  
to  
Amendment  
to  
Contract for Outstationed Services

Contractor's requirements for compliance with its Policies and Procedures  
governing persons occupying its facilities

(Attach Contractor's requirements here.)

II. Ratification

Except for the amendments specified herein, all other provisions of the Contract remain in full force and effect and are ratified and affirmed by the parties. The terms of the Contract and the terms of this Amendment are to be construed so as to be consistent; provided, however, that in the event of a conflict between the terms of the Contract and the terms of this Amendment, the terms of this Amendment shall control.

This Amendment is effective upon execution by both parties.

**Texas Health and Human Services  
Commission:**

**Contractor: Mission Hospital, Inc.  
dba Mission Regional Medical Center**

By: \_\_\_\_\_

By: *Javier Iruegas*

Name Wayne Salter

Name Javier Iruegas

Title Associate Commissioner

Title Chief Executive Officer

Agency Texas Health and Human  
Services Commission

Contractor Name Mission Hospital, Inc.  
dba Mission Regional Medical Center

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_