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opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit B. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one million two hundred ten thousand eight hundred forty two dollars and no/100 (\$1,210,842.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one million two hundred ten thousand eight hundred forty two dollars and no/100 (\$1,210,842.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one million two hundred ten thousand eight hundred forty two dollars and no/100 (\$1,210,842.00).

Section 5. Time of Performance

The time for performance for Services by Contractor shall begin upon execution of this Agreement by County and shall end on September 30, 2017. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their

obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Health and Human Services
Attn: Kaye Reynolds, DrPH
Deputy Director
4520 Reading Road, Suite A-100
Rosenberg, Texas 77471

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Contractor: AccessHealth
400 Austin Street
Richmond, Texas 77469

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment and Delegation

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

Section 25. Entire Agreement

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 6th day of December, 2016.

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

Reviewed by:

Dr. Mary desvignes Kendrick
Director of Health and Human Services

ACCESSHEALTH

Carol V Edwards

Authorized Agent- Signature

Carol V. Edwards

Authorized Agent- Printed Name

CEO

Title

12/6/16

Date

Exhibit A: Scope of Services
Exhibit B: AccessHealth 1115(b) Medicaid Waiver Project Budgets

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, County Auditor

EXHIBIT A

Exhibit A

Scope of Services for 1115 Waiver Projects

The goals of all 1115 Waiver projects:

- The triple aim:
 - Improve experience of care
 - Improve health of the population
 - Reducing per capita costs of health care

Goals of collaborative projects with AccessHealth FQHC

- To reduce the number of individuals in Fort Bend County area utilizing hospital emergency rooms services and county ambulance services for medical purposes that could be prevented or better managed by access to a primary care provider in a non-acute setting.
- To provide “high risk” individuals (those suffering with severe chronic illness and exacerbation of serious ongoing medical issues) with ongoing support and clinical expertise to assist and encourage them to manage their health conditions through care management services at AccessHealth’s clinic location in Richmond, Texas.
- To provide primary care in the home setting for individuals with chronic medical conditions and who have been recognized as having frequent or inappropriate EMS or ED use.
- To integrate substance use identification and treatment into the primary care setting. The target population is individuals with substance use choices that may impact their ability to follow a medical care plan and may impact their health conditions.
- To provide no cost screening colonoscopies to individuals who meet the American Cancer Society guidelines for a colonoscopy, who are asymptomatic and have no health insurance coverage.

Who will receive these services?

- All age groups (18+)
- Fort Bend County uninsured, underinsured, low income and Fort Bend County Indigent program qualified participants

Strategies

- The Expanded Hours funding provided under the 1115 Waiver will support expansion of the Richmond Clinic hours to adult patients from 7am through 7pm, Monday through Friday and from 8am to 12pm on Saturdays. This will be accomplished by adding a full provider team to the clinic that will all for the expanded schedule.
- The Care Coordination project will be conducted by two nurses (care coordinators) with backgrounds in chronic disease management.. The care coordinators will be assisted by two community health workers. The Care Coordination team will receive referrals from EMS and ED and will assist enrolled patients in managing their chronic condition and avoiding use of the EMS and AD. Activities include proactive follow-up with the patients, education, pharmacy assistance, dietician guidance, and access to specialty medical services, as needed.

- The Community Paramedic program is funded by the 1115 Waiver and conducted by Fort Bend County EMS. Because many of the patients managed by the Community Paramedics become patients of AccessHealth, medical direction for this team is provided by the Chief Medical Officer of AccessHealth. He/she is a key member of the Senior Executive team, engaged in defining the overall business strategy and direction of the organization. In addition, this position leads the overall clinical vision for the organization and provides clinical direction to the Health Management, Network, Product and Credentialing divisions. The position provides medical oversight, expertise and leadership to ensure the delivery of affordable quality healthcare services. Responsibilities also include the strategic planning, development and implementation of innovative clinical programs that include collaboration with strategic business partners.
- AccessHealth will provide referrals for appropriate patients for Colonoscopy screening
- AccessHealth will house an SBIRT counselor provided through the 1115 Waiver and will provide referrals to this counselor based on results of CAGE questionnaire and clinician assessment.

How will the projects demonstrate success?

- The goals are:
 - Increase in the number of patient appointments available at the FQHC particularly in early morning/evening hours and Saturdays
 - Reduction in the number of days to third next available appointment
 - Reduction in the number of visits to the emergency department for ambulatory care sensitive conditions
 - Management of (participating) diabetic patient's HgA1c, thereby reducing the proportion of out of control HgA1c levels
 - Increase in recognition of substance use and treatment provided or referred.
 - Increase in the number of uninsured individuals receiving colonoscopy screening
- Specific process and outcome targets are determined through the 1115 Waiver process in collaboration with the Regional Anchor, the Texas HHS and CMS.

EXHIBIT B

AccessHealth
1115(B) Medicaid Waiver Project Budgets

			Oct 16-Sep 17
			Proposed DY 6
Item #	Extended Hours	Amount/Description	
1	Family Practice Provider (1.0 FTE)	DY 4: \$125,000 average annual salary (Oct 1, 2014 - Mar 15, 2015); July - Sept & DY 5: \$100,000 annual salary	\$ 26,800
2	Locum Tenens Provider	Periods of absence or vacancy for provider position	266,900
3	Licensed Vocational Nurse (1.0 FTE)	\$47,890 annual salary; temporary staff during periods of absence or vacancy	14,500
4	Temporary Staffing	Contract/temporary staffing for LVN, medical assistant positions	124,400
5	Medical Assistants (2.0 FTE)	\$28,168 annual salary per employee plus overtime	81,200
6	Front Desk/Eligibility Staff (3.0 FTE)	\$27,900 average annual salary per employee (no overtime)	76,500
7	Fringe Benefits	Insurance, Retirement, P/R Taxes, CME (20%)	38,700
8	Provider Recruitment Fees	Placement fees for provider	20,000
9	Occupancy	\$18.31 sq/ft per year in Richmond (3 exam rooms totaling 480 sq ft)	8,900
10	Uniforms		40
11	Computer/IT Equipment	Replacement computer and peripherals	1,500
12	Electronic Health Record Licenses	License fees and maintenance, monthly service	5,500
		Sub-Total	664,940
	Indirect Costs	10% of total project budget	66,490
		Subtotal: Extended Hours Provider Team Budget	\$ 731,430
			Oct 16-Sep 17
			Proposed DY 6
Item #	Care Coordination	Amount/Description	
13	Program Supervisor (0.50 FTE)	\$60,000 annual salary, with 50% of time devoted to care coordination project	\$ 20,100
14	Licensed Vocational Nurse (2.0 FTE)	\$45,350 average annual salary per employee	110,000
15	Community Health Worker (1.5 FTE)	\$36,000 average annual salary per employee (adding second CHW for Apr - Sept 2015)	72,000
16	Registered Dietitian (1.0 FTE)	\$55,000 annual salary, to provide nutritional counseling & diabetes education	53,400
17	Fringe Benefits	Insurance, Retirement, P/R Taxes (20%)	52,000
18	Certified Diabetes Educator	Contract services to provide diabetic education classes	-
19	Office Supplies for staff	Miscellaneous expendable supplies	1,900
20	Office Furniture	Desks, chairs, file cabinets for one new positions	-
21	Telephones/Cell phones/Toll-Free Lines	Cell phone service for 5 staff; desktop phones, toll free lines for patients	3,000
22	Educational Materials	Printed educational & resource materials, supplies for patient education classes	500
23	Patient Equipment/Supplies	Estimated cost of equipment provided to 30 patients at an average cost of \$150, as needed	1,050
24	Specialty Consults & Care	Consultations with specialty provider and limited treatment for chronic conditions	4,500
25	Medication Assistance	Estimated cost of medications provided to 75 patients at cost of \$150 per patient; 90 patients DY 5	5,500
26	Medical Supplies	Medical supplies for patients to assist with self-care goals (\$25 per patient)	6,200
27	Patient Transportation	Assistance with transportation to/from office visits	700
28	Staff Travel	Estimated annual staff travel costs, reimbursed at current IRS rates	5,700
29	Staff Training	Continuing education for licensed staff necessary to maintain licensure	5,000
30	Dues and Subscriptions	Membership fees and reference materials for staff	500
31	Occupancy	\$18.31/sq ft per year in Richmond (744.2 sq ft); \$18.13/sq ft per year in Stafford (287 sq ft)	13,625
32	Uniforms		300
33	Computer/IT Equipment	Computers and peripherals for one new staff @ \$1,500 each	1,100
34	Electronic Health Record Licenses	1 Additional license for new staff at \$1,750 each, annual maintenance and usage fees for 5 licenses	4,400
		Sub-Total	361,475
	Indirect Costs	10% of total project budget	36,150
		Subtotal: Care Managers Budget	\$ 397,625
			Oct 16-Sep 17
			Proposed DY 6
Item #	Community Paramedic	Amount/Description	
35	Chief Medical Officer (0.25 FTE)	Annual salary plus fringe benefits of 20% charged at 0.25 FTE for five months beginning May 1, 2015	\$ 68,500
	Indirect Costs	10% of total project budget	6,850
		Subtotal: Community Paramedic	\$ 75,350
			Oct 16-Sep 17
			Proposed DY 6
Item #	SBIRT	Amount/Description	
36	Occupancy	\$1.53/sq ft per month (Nov - Jan 258 sq ft office; Feb - Sept 154 sq ft office)	\$ 3,000
37	Office Furniture	chair, desk	-
38	Office Supplies	Miscellaneous expendable supplies	-
39	Marketing Materials	Print media advertisements, printed materials	-
		Sub-Total	3,000
	Indirect Costs	10% of total project budget	437
		Subtotal: SBIRT	\$ 6,437
			Total Proposal Budget \$ 1,210,842