

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND   §

### **AGREEMENT FOR CLINIC SERVICES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and the Fort Bend Family Health Center Inc., dba AccessHealth, (hereinafter "Contractor"), a non-profit corporation authorized to conduct business in the State of Texas.

#### WITNESSETH

WHEREAS, County desires Contractor to provide extended clinic hours at the Richmond Clinic and other services, as specified herein and in the attached Exhibit A; and

WHEREAS, Contractor represents that it has available the personnel, equipment and the expertise to provide the services; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

#### **AGREEMENT**

##### **Article I. Scope of Services**

Contractor shall provide the services identified in the attached Exhibit A, hereinafter referred to as "the Project."

##### **Article II. Compensation and Payment**

2.1 The Maximum Compensation for the Project for DY3 as described in Exhibit A is \$888,119.00. In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.

2.2 Contractor shall submit invoices to County as detailed in Section 2.3 below and County shall pay each invoice within thirty (30) days after County Project Manager's written approval, provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Contractor to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.

2.3 Contractor shall submit to County two (2) copies of invoices detailing the amounts due for services performed during the previous month, set forth separately for work under this Agreement, describing the services provided in a form acceptable to County. County

shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days.

### **Article III. Limit of Appropriation**

3.1 Prior to execution of this Agreement, Contractor has been advised by County, and 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 \$888,119.00, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

3.2 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 hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances, or interpretations thereof exceed \$888,119.00.

### **Article IV. Time of Performance**

Contractor shall provide the services identified in Exhibit A commencing upon execution of this Agreement by County and expire on September 30, 2014. However, upon expiration of the scheduled term of this agreement, this agreement shall automatically renew for an additional two years, unless County provides written notice of cancellation to Contractor at least thirty (30) calendar days prior to the expiration of the current term.

### **Article V. Modifications**

Any modifications to this Agreement must be in writing and must be signed by both parties.

### **Article VI. Termination**

#### **6.1 Termination for Default**

6.1.1 County may terminate the whole or any part of this Agreement for cause without cancellation charge in the following circumstances:

6.1.1.1 If Contractor fails to perform within the time specified in Section IV. of this Agreement or any extension thereof granted by County in writing; or

6.1.1.2 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 thirty (30) calendar days after receipt of notice from County specifying such breach or failure.

6.2 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.

## **Article VII. Insurance**

7.1 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:

7.1.1 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.

7.1.2 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.

7.1.3 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.

7.1.4 Workers Compensation in accordance with the laws of the State of Texas or a current occupational and accident insurance policy administered under an ERISA plan in accordance with Texas and Federal Law.

7.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage. All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

7.3 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.

7.4 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if

required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

#### **Article VIII. Indemnity**

**CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND 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.**

However, County shall not be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

#### **Article IX. Independent Contractor**

9.1 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.

9.2 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.

#### **Article X. Contract Administration**

10.1 All written notices, demands, and other papers or documents to be delivered to County under this Agreement shall be delivered to the Fort Bend County Purchasing Agent, 301 Jackson, Richmond, Texas 77469, or at such other place or places as it may from time to time designate by written notice delivered to Contractor. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.

10.2 All written notices, demands, and other papers or documents to be delivered to Contractor under this Agreement shall be delivered to AccessHealth, 400 Austin Street, Richmond, Texas 77469, or such other place or places as Contractor may designate by written notice delivered to County.

#### **Article XI. Compliance with Laws**

11.1 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, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Article XII. Retention of Records**

Contractor shall retain all documents related to this Agreement for a minimum of three (3) years from the later of completion of this project or any litigation, dispute, or audit related to this Agreement.

**Article XIII. Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

**Article XIV. Applicable Law**

This Agreement shall be construed under and in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

**Article XV. 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.

**Article XVII. Conflict**

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

**Article XVIII. Dispute Resolution**

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

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 date signed by County.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

Date: 11-5-2013

ATTEST:

  
Dianne Wilson, County Clerk

FORT BEND FAMILY HEALTH CENTER INC.  
dba AccessHealth

  
Authorized Agent- Signature

Carol V. Edwards  
Authorized Agent – Printed Name

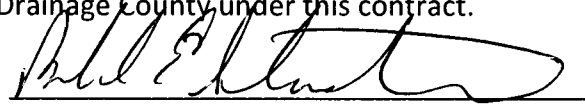
CEO

Title

11/1/13  
Date:

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **\$888,119.00** to accomplish and pay the obligation of the Fort Bend County Drainage County under this contract.

  
Robert Edward Sturdivant, County Auditor



# Exhibit A



## Information for Funding Request

<b>Organization Name:</b> Fort Bend Family Health Center Inc., dba AccessHealth		
<b>Organization Leader:</b> Carol Edwards	<b>Title:</b> CEO	
<b>Mailing Address:</b> 400 Austin Street		
<b>Zip:</b> 77469	<b>City:</b> Richmond	<b>County:</b> Fort Bend
<b>Phone:</b> 281-633-3130	<b>Email Address:</b> cedwards@myaccesshealth.org	

## The Request

<b>1.1 Purpose:</b> Extend clinic hours with Physician/Nurse Practitioner and support staff coverage. Initiate care management for high risk patients (up to 60 participants).		
<b>1.2 Request Contact:</b> Carol Edwards	<b>Phone:</b> 281-633-3130	<b>Email:</b> cedwards@myaccesshealth.org
<b>1.3 Request Amount:</b> \$888,119 DY3 \$864,297 DY4 \$890,395 DY5	<b>1.4 Total Budget:</b> \$888,119 DY3 \$864,297 DY4 \$890,395 DY5	<b>1.5 Counties served by this request:</b> Fort Bend

## What are the goals of the program?

<p>To reduce the number of individuals in the Richmond/Rosenberg area utilizing local hospital emergency room 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 the Care Management Services at AccessHealth's clinic location in Richmond, Texas. In addition to the Nurse Care Management piece, we will also utilize a Registered Dietician (RD) who will meet with the clients in person and via phone to encourage and keep them on track. This person will also be available to answer any questions that come up along the way and assist to identify barriers to achieve compliance.</p>
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## Exhibit A

Who will this request serve?

Age Group: All ages	Race/Ethnicity: All
Gender: Male and Female	Income: Fort Bend County uninsured, low income individuals, Fort Bend County Indigent Program qualified
Other Population Characteristics: Uninsured and underinsured individuals who meet eligibility criteria for any funded program at AccessHealth.	

Strategy:

AccessHealth will provide the services for two programs defined as "Extended Provider Teams" and "Care Management". The "Extended Provider Team" funding will support expansion of the Richmond Clinic hours for adult and pediatric patients from 7 am through 7 pm, Monday through Friday and from 8 am to 1 pm on Saturdays. Staffing needs are outlined in this proposal. A call line will also be established which will be designed so individuals can seek medical guidance from Registered Nurses for up to 16 hours per day, 7 days of the week, (this portion of the proposal is dependent on funding for the "Care Managers").

The "Care Management" function will be performed by two Registered Nurses (Care Managers) with backgrounds in disease management, knowledge of diabetes, and preferably at least one of these nurses will be bilingual. The Care Managers will be assisted by a bilingual Community Health Worker. These staff members will also share coverage of the "call line". The clinical outcome goals of the individuals identified to participate in this program will be mutually agreed-upon by the County and AccessHealth. Outcomes will be measured and provided at regular intervals as mutually determined by the parties involved.

### Proposed Results

How will the program demonstrate success?

The goals are: reduction in the number of visits to the emergency department, decrease in ambulance runs for that purpose, and management of (participating) diabetic patient's HgbA1c. (The baseline for each goal to be agreed upon by County and AccessHealth)

The participants will mutually determine and agree on the specific numbers or percentages which demonstrate success, the frequency of measurement, and how the data will be provided.

3.2 Give two indicators of success expressed as outcomes.

1. The number of Emergency Room visits by the population selected will be reduced (baseline, percentage or number expected to improve and reporting methodology to be agreed upon by County and AccessHealth).
2. The number of ambulance visits by the population selected will be reduced (baseline, percentage or number expected to improve and reporting methodology to be agreed upon by County and AccessHealth).



## Exhibit A

### Finances

Budget for this proposal:

<u>Extended Provider Team</u>	<u>Amount (\$)</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Family Practice Physician (1.0 FTE)	\$150,000 annual salary	150,000	155,000	160,000
Locum Tenens Provider	Periods of absence or vacancy for physician	15,000	15,000	15,000
Medical Assistants (2.0 FTEs)	\$26,000 annual salary per employee	52,000	53,560	55,167
Front Desk/Eligibility/Phone Staff (3.0 FTEs)	\$26,000 annual salary per employee	78,000	80,340	82,750
Licensed Vocational Nurse (1.0 FTE)	\$39,520 annual salary	39,520	40,706	41,927
Employee Benefits	Insurance, Retirement, P/R Taxes, CME (23% of gross salary expense)	76,940	79,259	81,614
Provider Recruitment Fees	First year payment, based on contract	20,000	0	0
Electronic Health Record Licenses	First year license and maintenance, other years are maintenance only	14,700	2,940	2,940
Computer/IT Equipment	Computers and peripherals for four staff @ \$700 each	2,800	0	0
Indirect Costs	10% of total project budget	44,896	42,681	43,940
	Subtotal Extended Provider Team	493,856	469,486	483,338
<u>Care Managers (assumes max 60 patients for Program)</u>				
Registered Nurse (2.0 FTE)	\$67,000 annual salary per employee	134,000	138,020	142,161
Community Health Worker (1.0 FTE)	\$37,440 annual salary	37,440	38,563	39,720
Registered Dietitian & Certified Diabetes Educator (1.0 FTE)	\$80,000 annual salary – provides nutritional counseling & diabetes education	80,000	82,400	84,872
Employee Benefits	Insurance, Retirement, P/R Taxes, (23% of gross salary expense)	57,831	59,566	61,353
Office Supplies	Miscellaneous expendable supplies	500	500	500
Office Furniture	Desks, chairs, file cabinets for two care managers	1,000	0	0
Computer/IT Equipment	Computers and peripherals for four staff @ \$700 each	2,800	0	0
Telephones/Cell Phones	4 cell phones based on current contracts and monthly service fees	6,000	6,000	6,000
Telephone Line (toll-free)	Cost of toll-free telephone number	250	250	250
Educational Materials	Printed educational & resource information	500	500	500
Patient Equipment/Supplies	Equipment for 60 patients @ \$150 ea	9,000	9,450	9,923
Medication Assistance	Medication for 60 patients @ \$200 ea	12,000	12,600	13,230
Patient Transportation	Assistance with transportation	5,000	5,250	5,513

# Exhibit A

	to/from office visits			
Staff Travel	Estimated travel costs reimbursed at IRS rates	4,000	4,200	4,410
Electronic Health Record Licenses	First year license and maintenance, other years are maintenance only	8,100	1,620	1,620
Indirect Costs	10% of total project budget	35,842	35,892	37,005
	Subtotal Care Managers	394,263	394,811	407,057
	<b>Total Budget Request</b>	<b>888,119</b>	<b>864,297</b>	<b>890,395</b>

Authorizing Signatures

Name:	Title:	Date:
Name:	Title:	Date:
Name:	Title:	Date: