

FILED FOR RECORD  
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FEB 09 2021

RESOLUTION NO. #14,625

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: *Jennifer Lindenzweig*

**A RESOLUTION OF THE COMMISSIONERS COURT OF HUNT COUNTY, TEXAS,  
AUTHORIZING INTERIM AGREEMENT WITH CAREVIDE TO RUN THE COUNTY  
HEALTH DEPARTMENT CLINIC, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The County receives grants from the state, including one which partially funds immunizations and related health matters at the County Health Department Clinic ("Clinic"); and

**WHEREAS,** the Clinic is required to be overseen by medical personnel with certain levels of education and licensure;

**WHEREAS,** the RN who had been working at the Clinic retired in January 2021;

**WHEREAS,** the Hunt County Commissioners Court has explored working with Community Health Service Agency, Inc., of Hunt County d/b/a Carevide ("Carevide") to provide the necessary medical oversight and to run the day-to-day operations of the Clinic;

**WHEREAS,** Hunt County has an obligation to continue operations of the Clinic under its grant assurances to the state;

**WHEREAS,** the Clinic's operations are important to ensure continued immunizations of Hunt County citizens;

**THEREFORE, it is resolved:**

1. That the Commissioners make a determination that entering into the attached Interim Agreement is necessary for the health, safety and welfare of Hunt County citizens;
2. That the attached "Interim Agreement" between Hunt County and Carevide is approved; and
3. This Resolution shall be in full force upon its passage and approval.

**PASSED AND APPROVED,** this the 9<sup>th</sup> day of February, 2021.

*[Signature]*  
\_\_\_\_\_  
County Judge

**ATTEST:** *Jennifer Lindenzweig*  
\_\_\_\_\_  
Jennifer Lindenzweig, County Clerk



## **Interim Agreement**

This Agreement is entered into between Community Health Service Agency, Inc., of Hunt County d/b/a Carevide (“CAREVIDE”) and the Health Department of Hunt County, Texas (“COUNTY”), each referred to as a “Party,” and collectively as the “Parties,” to confirm the mutual understandings of the Parties regarding the cross-referral of certain health care services.

**WHEREAS**, COUNTY, is a political subdivision of the State of Texas, that serves Hunt County citizens by providing a range of immunization and other services, some of the cost of which is covered by state grants; and

**WHEREAS**, CAREVIDE, a Texas nonprofit corporation, is a Federally Qualified Health Center that receives grant funds pursuant to Section 330 of the Public Health Service Act, as administered by the Health Resources and Services Administration (“HRSA”) of the Department of Health and Human Services (“HHS”), to provide comprehensive primary and preventive health care services, as well as , behavioral health, dental, and women’s health services, for medically underserved residents of Hunt County; and

**WHEREAS**, in the interest of collaborating for more effective treatment, COUNTY and CAREVIDE will work together to serve adult and pediatric patients whom they believe may have medical disadvantages that interfere with their ability to maintain good overall health; and

**WHEREAS**, the Parties desire to enter into an agreement that clearly identifies the roles and responsibilities of each Party with respect to a system of non-co-located cross-referrals between the Parties on an as needed basis;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

### **I. Carevide to Oversee and Run Operations of County Health Department Clinic**

#### **1. General Terms.**

- a. The Parties agree that Carevide will oversee and run the operations of the County Health Department Clinic pursuant to the terms and condition described below and subject to Carevide’s capacity for certain primary and preventive health care services (“Covered Services”). The Scope of Covered Services available from each Party is set forth in greater detail in Exhibit A.

- b. CAREVIDE agrees that in providing Covered Services to the patients of COUNTY, it will furnish services equally to all referred patients, regardless of such patient's ability to pay, payor source, or insurance status, and consistent with the prevailing standard of care and in the same professional manner and pursuant to the same professional standards as are generally furnished to such Party's other patients.
- c. In accordance with the policies of COUNTY and CAREVIDE, and consistent with applicable federal, state and local laws and regulations, it is understood that individuals treated by either party of this agreement shall not be discriminated against on the basis of race, sex marital status, religion, ethnicity, disability, ancestry, national origin, limited English Proficiency, age or sexual preference.
- d. Each Party will identify a primary contact person whose responsibility will be to facilitate the Covered Services between the two organizations. As necessary and appropriate, CAREVIDE shall provide training to COUNTY'S clinicians regarding the services available at CAREVIDE'S facilities for purposes of facilitating this Agreement.
- e. As appropriate and necessary, the Parties agree to cooperate in developing a method to share records and other clinical notes, in accordance with applicable federal, state and local laws and regulations governing the confidentiality and security of personal health information (as set forth in greater detail in Section V of this Agreement) and the policies and procedures of both Parties, Such clinical notes may include (i) written diagnosis and other information necessary for each Party to furnish services to referred patients, and (ii) written diagnosis and specific recommendations necessary for each Party to furnish clinically appropriate follow-up care that is within such Party's scope of practice.
- f. Each Party agrees that, during the term of this Agreement, CAREVIDE and its clinicians and COUNTY and its clinicians will: (i) be duly licensed, certified, registered and/or otherwise qualified to provide services for which the referral was made, in accordance with applicable Texas law and such Party's credentialing process; (ii) be and remain competent and fit to perform the services for which the referral was made, as assessed through such Party's privileging process; (iii) be and remain eligible to participate in federal and state health care programs, including the Medicaid, Medicare and CHIP programs; and (iv) furnish services in accordance with all applicable federal, state, and local laws and regulations (including, but not limited to, non-discrimination laws), and any performance standards established jointly by CAREVIDE and COUNTY.

- g. CAREVIDE'S Board of Directors retains authority over CAREVIDE'S policies and procedures and compliance and quality programs.

## **II. Insurance, Liability and Monthly Payment Amount**

1. Each Party shall maintain such policies of general and/or professional liability insurance as shall be deemed necessary to insure it, its Board of Directors, elected officials, and its employees against any claim or claims for damages arising by reason of an act or omission in the performance of its respective obligations hereunder. Such policies shall be carried in amounts of not less than \$100,000 per occurrence and \$300,000 aggregate. Each Party shall further maintain worker's compensation and unemployment compensation policies for its employees. Each Party, upon request of the other Party, shall provide such other Party with evidence of coverage. Each Party shall provide the other Party with thirty (30) days' written notice of any material change in such coverage.
2. Notwithstanding the above, CAREVIDE, its employed health care personnel and certain individual contractors have been deemed covered under the Federal Tort Claims Act ("FTCA") for professional liability actions, claims, or proceedings arising out of any and all negligent acts or omissions committed in the course of providing health care services by such CAREVIDE personnel to patients served by CAREVIDE within CAREVIDE's Section 330 grant scope of project. CAREVIDE shall maintain such FTCA coverage and, upon request of COUNTY, shall provide COUNTY with evidence of such coverage, via a deeming letter from HRSA. CAREVIDE shall provide COUNTY with thirty (30) days' written notice of any material change in its FTCA deeming status.
3. Each Party shall be solely liable for the services provided by it and/or its health professionals under this Agreement, and any and all claims, costs and expenses arising from or out of any act or omission in the performance of its obligations hereunder. Neither Party shall be liable, whether by way of contribution or otherwise, for any damages incurred by the patients treated by the other Party or arising from any acts or omissions in connection with or related to the provision of services provided by such other Party.
4. To the extent allowed by Texas law, the Parties shall indemnify, defend and hold each other harmless against (i) any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the other Party or its employees, staff, contractors, volunteers, or agents arising from or relating to the services performed under this Agreement, and (ii) any and all associated costs and expenses, including reasonable attorneys' fees.
5. For rendering the services listed in Exhibit "A," the COUNTY will pay CAREVIDE a monthly amount of \$7,099, which is 1/12 of the total grant amount which previously covered the County Health Department RN's salary and benefits,

plus other office expenses - \$85,184. This amount is subject to change pursuant to agreement of both parties in writing if the grant amount is increased or decreased by the State. This payment is subject to the Commissioners Court ratification included in Section IV.5., below.

### **III. Assurance of Patient and Clinician Choice**

1. CAREVIDE and COUNTY acknowledge and agree that all health and health-related professionals employed by or under contract with either CAREVIDE or COUNTY retain sole and complete discretion based on their independent clinical judgment, subject to any valid restriction(s) imposed by participation in a managed care plan, to refer patients to any and all providers who best meet the medical needs of such patients.
2. CAREVIDE and COUNTY acknowledge that all patients have the freedom to choose (and/or request referral to) any provider of services, and CAREVIDE staff and COUNTY will advise patients of such right, subject to any valid restriction(s) imposed by participation in a managed care plan.
3. The Parties agree and represent that this Agreement complies with applicable federal and state laws and regulations, including, but not limited to, the federal health care program anti-kickback statute, 42 U.S.C. §1320a-7b(b). The Parties acknowledge and agree that they have freely negotiated the terms of this Agreement and that neither Party has offered or received any inducement or other consideration from the other Party in exchange for entering into this Agreement. Nothing in this Agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly), for the referral of individuals or business to either Party by the other Party.

### **IV. Term and Termination**

The term of this Agreement shall commence on February 1, 2021, and continue through May 31, 2021 unless terminated at an earlier date in accordance with this Section IV.

1. This Agreement may be terminated, in whole or in part, at any time upon the mutual agreement of CAREVIDE and COUNTY.
2. Either CAREVIDE or COUNTY may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party.
3. This Agreement may be terminated for cause upon written notice by either CAREVIDE or COUNTY. "Cause" shall include, but is not limited to: (i) a material breach of any term of this Agreement, subject to a thirty (30) day opportunity to cure; (ii) any material change in the financial condition of either Party that reasonably indicates that such Party will be unable to fulfill its obligations under this Agreement; (iii) the loss of required insurance by either Party; (iv) either

Party's loss, suspension or revocation of any license or other authorization to do business; and (v) exclusion or suspension of either Party from participating in federal and/or state health care programs.

4. Upon termination of this Agreement, both Parties shall complete treatment of the other Party's patients receiving care from either Party, provided that such termination did not result from the occurrence of any of the circumstances described in clauses (iii) through (v) of Section IV.3 above.
5. Before payments may be made by the County, the County Commissioners Court must ratify the agreement, and plans to do so at the February 9, 2021, Regular Session meeting.

## **V. Privacy and Confidentiality of Patient Information**

1. CAREVIDE and COUNTY agree that each Party and its directors, officers, employees and agents shall comply with all applicable federal and state legal requirements governing the confidentiality of personal health information, including, without limitation, applicable state laws; 42 U.S.C. §1171 et seq., the Health Insurance Portability and Accountability Act (HIPAA) and regulations promulgated thereunder including, but not limited to, the Privacy, Security and Breach Notification Rules, codified at 45 C.F.R. Parts 160, 162, and 164; and the federal regulations governing the Confidentiality of Substance Use Disorder Patient Records (42 CFR Part 2 – "Part 2").
2. Prior to disclosure of any personal health information, each Party shall ensure the patient has completed any required authorization or consent forms. Each Party shall disclose personal health information in accordance with the patient's authorization or consent, when applicable.
3. Each Party shall ensure that appropriate administrative, technical and physical safeguards are in place, including but not limited to training members of its workforce, as defined under HIPAA at 45 § 164.103, implementing appropriate policies and procedures, and sanctioning workforce members who fail to comply with the applicable laws, regulations, policies and procedures.
4. Each Party agrees that it will notify the other Party immediately in the event the Party becomes aware of any use or disclosure of a patient's patient information that violates the terms and conditions of this Agreement and/or applicable federal and state laws, including but not limited to, the laws and regulations set forth in Section V.1.
5. The provisions of this Section V shall survive expiration or termination of this Agreement.

## **VI. Miscellaneous**

1. The Parties are and shall remain separate and independent entities. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent contractors. Except as otherwise provided, neither Party shall be construed to be the agent, COUNTY, employee, or representative of the other Party.
2. This Agreement is entered into for the sole benefit of CAREVIDE and COUNTY. Nothing contained in this Agreement or in the Parties' course of dealing shall be construed as conferring any third-party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any patient, employee, staff, contractor, volunteer or agent of either Party.
3. This Agreement shall be binding upon, and shall be enforceable by and inure to the benefit of the Parties named herein and their respective successor and assigns. Neither Party shall have the right to assign, delegate, or transfer this Agreement, or its rights and obligations hereunder, without express prior written consent of the other Party.
4. No failure or delay by any Party in exercising its rights under this Agreement shall operate as a waiver of such rights or estop enforcement thereof, and no waiver of any breach shall constitute a waiver of any prior, concurrent, or subsequent breach or estop enforcement thereof.
5. This Agreement and the obligations of the Parties hereunder shall be governed by and construed in accordance with the internal laws of the State of Texas as well as all applicable Federal laws, regulations and policies. Any and all disputes arising from or relating to this Agreement shall be litigated in the state or federal courts of the State of Texas.
6. This Agreement represents the Parties' complete understanding of the subject matter contained herein. This Agreement supersedes any other agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement. Any amendment to this Agreement shall be in writing and signed by both Parties. Except for the specific provision of this Agreement which thereby may be amended, the remaining provisions of this Agreement shall remain in full force and effect after such amendment.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Community Health Service Agency, Inc., of Hunt County d/b/a Carevide

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

Michelle Carter  
Chief Executive Officer  
P.O. Box 1908  
Greenville, TX 75403

Date: \_\_\_\_\_

Hunt County Health Department

By: \_\_\_\_\_  
Richard Hill  
Director  
2801 Stuart Street  
Greenville, TX 75401

Date: \_\_\_\_\_



## **Exhibit A**

### **Scope of Services**

#### **1. CAREVIDE Services Provided**

- A. Provide management of Hunt County Health Department clinical services that include:
  - a. Clinical Services
    - i. Well-Child Exams
    - ii. Sports Physicals
    - iii. Head Start Physicals
    - iv. Hearing/Vision Screenings
    - v. Tuberculosis Screenings
    - vi. Immunizations
  - b. Education
  - c. Vaccine Management
  - d. ImmTrack Updates for Hunt County
  - e. Daycare/School Immunization Record Management
  - f. Communicable Diseases Reporting
  - g. Perinatal Hepatitis B Case Management
- B. The following clinical services will be provided at Carevide Pediatrics at 3005A Joe Ramsey, Greenville, TX 75401, for the same fees currently being charged by Hunt County Health Department:
  - a. Well-Child Exams
  - b. Sports Physicals
  - c. Head Start Physicals
  - d. Hearing/Vision Screenings
- C. Co-administration of the Immunization/Locals Grant Program
- D. Work directly with Hunt County Health Department to review and update policies and procedures.
- E. Provide clinical and administrative management oversight:
  - a. Carevide's Chief Medical Officer will provide clinical oversight to include nursing staff, policies and procedures, and standing delegation orders for clinical services.
  - b. Carevide's Director of Nursing will provide management oversight for all staff.