

STATE OF TEXAS           §

COUNTY OF ECTOR       §

**MEDICAL CENTER HOSPITAL/ECTOR COUNTY INDEPENDENT SCHOOL  
DISTRICT  
INTERLOCAL AGREEMENT**

This Agreement is made and entered into by and between the **ECTOR COUNTY HOSPITAL DISTRICT/MEDICAL CENTER HOSPITAL**, hereinafter referred to as "MCH", and **ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as ("ECISD").

**RECITALS**

WHEREAS, Chapter 791 of the Government Code of the State of Texas, authorizes interlocal contracts between two governmental entities; and

WHEREAS, the parties to the Interlocal Agreement are independently authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, this Agreement is to be approved by the governing bodies of each participating entity; and

WHEREAS, this Agreement states the purpose, terms, rights, and duties of the contracting parties; and

WHEREAS, the consideration is an amount that fairly compensates the performing party for the services performed;

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual premises, covenants, obligations and benefits in this Agreement, including the above recitals, MCH and ECISD agree as follows:

**I.**

**MEDICAL CENTER HOSPITAL/RONALD MCDONALD CARE MOBILE**

1.1 **Purpose:** The purpose of this Interlocal Agreement is to arrange for the provision of appropriate parking space and utilities to support a Ronald McDonald Care Mobile. The Care Mobile will provide primary and preventive care to Eligible Patients at the designated locations in coordination with the ECISD Health Services Programs. Eligible Patients shall mean those individuals 18 years of age or less who are enrolled students in ECISD, any student's siblings, and/or the student's minor children, if any.

1.2 **ECISD:** at ECISD's expense shall

- a. Provide MCH with a suitable parking area for setting up and running the Care Mobile.
- b. Provide electrical connections and utilities as needed for the Care Mobile's operation.
- c. Provide means of transportation for Eligible Patients, when necessary, to and from the Care Mobile or MCH Emergency Room.
- d. Work with MCH to develop policies and procedures for access and consent for Care Mobile services.
- e. Work with ECISD faculty and staff for Eligible Patients or guardians to complete appropriate consent for treatment as in Exhibit A: MCH Care Mobile Consent to Treatment.

1.3 **MCH:** at MCH's expense shall:

- a. Consult with ECISD regarding appropriate parking, clearance, and utilities required for the Care Mobile.
- b. Staff the Care Mobile with an Advanced Practice Nurse and such other personnel as MCH deems necessary and appropriate. The Advanced Practice Nurse shall provide primary health care services to include, but not be limited to, examination, evaluations, diagnosis, treatment and prescription of medications to the extent permitted by law and applicable protocol. The Advanced Practice Nurse may refer any Eligible Patient to MCH's Family Health Clinic, emergency room or Eligible Patient's regular physician when the treatment and services are beyond the Advanced Practice Nurse's scope of practice to provide such service.
- c. Provide a supervising physician for the Advanced Practice Nurse. The supervising physician will co-sign a minimum of 10% of the Eligible Patient charts and provide consultation with the Advanced Practice Nurse and Eligible Patients when appropriate.
- d. Bill and receive all revenue from third party payors, including physician services provided by MCH to Eligible patients. ECISD, except as may be available through an employee or student health benefit plan, if any, shall not be liable or responsible for payment of any services provided by MCH to Eligible Patients.
- e. Work with ECISD to obtain necessary medical authorization and consents from the eligible patient for treatment at the clinic facility.

1.4 **General Terms.**

- a. The Advance Practice Nurse and other non-physician staff shall be employees of MCH and MCH shall be solely responsible for any discipline or termination of such employees.

b. Hospital shall be responsible for its acts, errors and omissions of its employees, agents, servants and representatives, but only to the extent of and subject to limitations as set forth in the Texas Tort Claims Act, Health and Safety Code, or any other limitations pursuant to state, Federal or local laws.

c. ECISD shall be responsible for its acts, errors and omissions of its employees, agents, servants and representatives, but only to the extent of and subject to limitations as set forth in the Texas Tort Claims Act, the Texas Education Code or any other limitations pursuant to state, federal or local laws.

d. MCH reserves the right in its sole discretion to discontinue or refuse treatment to any eligible patient. Provided, however, no Eligible Patient shall be denied services of the clinic facility because of race, creed, religion, sex, national origin, physical disability or inability to pay for such services.

e. Clinic hours shall initially be from 8:30 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m. on those days that ECISD has regularly scheduled classes. MCH may change the clinic hours to facilitate the most efficient operation of this clinic facility. MCH may, but shall not be obligated to, maintain clinic hours or reduced clinic hours during school holidays or summer vacation.

f. MCH shall comply with all applicable ECISD board policies and regulations pertaining to the provision of Care Mobile services.

g. MCH shall provide services to ECISD locations as provided in Exhibit B: Preliminary Schedule. MCH shall have the right to discontinue services at any location based on the availability of staff and scheduling. MCH and ECISD shall have the right to add or amend the attached schedule based on mutual written consent of both parties.

**1.5 Dispute Resolution:** MCH and ECISD shall each designate in writing a representative to deal with any dispute regarding the terms and conditions of this Agreement and to specifically resolve any issue regarding the type of parking available, utilities, patient consent issues, or other matters regarding Care Mobile services.

**1.6 Compensation:** MCH and ECISD shall seek no out of pocket compensation for the provisions included in this agreement. In the event of any dispute regarding payment, such dispute shall be resolved according to Section 1.4 of this Agreement.

**1.7 Term:** The Term of this Agreement shall commence on November 14, 2011, and continue for a term of five (5) years or until terminated as hereinafter provided.

**1.8 Termination:** This Agreement may be terminated by either party by providing 30 days written notice to the other party.

**1.9 Funding.** MCH shall make all payments from current revenues available. MCH and ECISD stipulate that any amounts set forth in Section 1.5 compensates ECISD for the functions performed under this Agreement.

## I. GENERAL PROVISIONS

2.0 **Venue:** The obligations of the parties to this Agreement are performable in Ector County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Texas.

2.1 **Legal Construction:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

2.2 **Assignment:** This Agreement cannot be assigned without the prior written consent of the other party.

2.3 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

2.4 **Captions:** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

2.5 **Non-Discriminatory Policy:** Parties agree that as to all of the programs and activities arising out of this Agreement, they shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or by reason of being disabled.

2.6 **Entire Agreement:** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties.

2.7 **Force Majeure:** Neither of the parties shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of such party except as herein provided and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.

2.8 **Independent Contractor:** In performing services under this Agreement, the relationship between the parties is that of an independent contractor, and the parties by the execution of this Agreement do not change that independent status. No term or provision of this Agreement or act of a party in the performance of this Agreement shall be construed as making that party or its employees the agents, servants, or employees of the other party or make the project a joint-enterprise.

2.9 **Liability:** The liability of the parties, if any, shall be assumed by each party in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the parties under Texas law, or without waiving any defenses of the parties under Texas law.

**2.10 Interlocal Agreement:** This Agreement shall satisfy any requirements for an Interlocal Agreement and shall rescind and supersede any prior agreements of the parties that are in conflict. Both parties find that the services provided by each party are of equal value and the providing of such services constitutes a fair exchange of consideration.

**2.11 Compliance:** The parties agree that the services provided by ECISD under this Agreement shall be provided in compliance with all applicable federal, state and local laws, rules and regulations. In addition, the parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, federal and local law, including the Medicare/Medicaid antifraud and abuse provisions. In the event legislation or regulations are passed, the effect of which would be to make this Agreement illegal or would affect MCH's tax exempt status or its ability to obtain reimbursement from the Medicaid or Medicare programs due to the existence of this Agreement, the parties shall make reasonable good faith efforts to amend this Agreement to bring it into compliance with such legislation or regulations. However, if the parties are unable to negotiate and finalize such amendment within a ten (10) day period, then upon thirty (30) days notice to the other party, this Agreement shall terminate automatically.

**1.12 Records:** For the purpose of implementing Section 1861(v)(1)(I) of the Social Security Act as amended, and written regulations thereto, the parties agree to comply with the statutory requirements governing the maintenance of documentation to verify the cost of services and until the expiration of four (4) years after the furnishing of such services, pursuant to such Agreement, the parties shall make available upon written request to the Secretary of HHS or upon request to the Comptroller General of the United States or any of their duly authorized representatives, the Agreement and books, documents and records of such party that are necessary to certify the nature and extent of such cost.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ECTOR COUNTY HOSPITAL DISTRICT

BY \_\_\_\_\_  
William Webster, CEO

ECTOR COUNTY INDEPENDENT  
SCHOOL DISTRICT

BY \_\_\_\_\_  
\_\_\_\_\_(Name)  
\_\_\_\_\_(Title)

## Exhibit A: Consent to Treatment

## Exhibit B: Preliminary Schedule of ECISD/Care Mobile Locations

The preliminary schedule was developed with input from ECISD Health Services, to target underinsured and uninsured children's populations that have the greatest limitations in access to appropriate care services.

One week intervals at designated schools listed below:

1. Zavala
2. Goliad
3. Cavazos
4. Pease
5. Blackshear