

AGREEMENT FOR SERVICES
for
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT EMPLOYEE MEDICAL CLINIC SERVICES

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This Agreement is between **MCH PROFESSIONAL CARE**, a 5.01 (a) Texas nonprofit corporation (“ProCare”) and **the ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT** (the “District”).

District is a Texas school district. It maintains a Health Care Plan for its employees and their dependents (hereinafter called “Plan Members”). District desires to establish medical clinic locations for District’s Plan Members. The availability of one or more medical clinics would provide convenience and greater access to quality health care for Plan Members at an efficient and affordable cost to the District.

ProCare is certified by the Texas State Board of Medical Examiners as a 5.01 (a) (now V.T.C.A., Occupations Code §162.001) nonprofit health organization. The activities of ProCare are conducted in Medical Center Hospital’s service area. ProCare desires to provide medical services to Plan Members.

Therefore, the parties agree:

ARTICLE 1 – TERM AND TERMINATION

- 1.1 TERM. The term of this Agreement begins on January 1, 2017, and continues for a three (3) year term through December 31, 2019.
- 1.2 RENEWAL. This Agreement shall renew only upon further written agreement of the parties.
- 1.3 TERMINATION. After the initial year of this Agreement, either party may terminate this Agreement at any time without cause by giving the other party ninety (90) days’ written notice of termination. Either party may terminate the agreement for cause provided the other party fails to cure a default within thirty (30) days of prior written notice of the default. A semi-annual review of this arrangement will be conducted by the District to evaluate overall satisfaction, participation, costs, and compliance with Affordable Care Act (ACA) requirements. Any deficiencies will be addressed per provisions of this clause.

ARTICLE 2 – RESPONSIBILITIES

- 2.1 MEDICAL CLINICS. ProCare shall provide access to Plan Members (at the discretion of the provider) at the medical clinic locations as described in Exhibit A, which Exhibit is attached to and incorporated into this Agreement. The available services of each clinic are set forth in Exhibit B. Any new clinic locations and corresponding rates for services will be considered as they are opened.
- 2.2 SERVICES. ProCare shall use its best efforts to provide safe, high-quality, efficient health care to Plan Members.

- 2.2.1 Primary and Acute Medical Services. Plan Members may obtain medical care for primary and acute health care issues at any of the clinics. Primary and Acute Medical Services include the services listed in Paragraph 2.1 and Exhibit B. Immunizations are available at primary care locations, but will be charged separately at standard rates and billed to the member’s plan.
- 2.3 MEDICAL STAFFING. The clinics may be staffed by physicians (M.D. or D.O) or with nurse practitioners and physician assistants under the supervision and oversight of an off-site physician. A supervising physician will always be available by phone for consultation with the provider. Clinics will also be staffed with nurses, medical assistants, laboratory technicians, radiology technicians, and other ancillary personnel. Each clinic location has the sole discretion to assign the level and type of provider for Plan Member services. The clinic will not accommodate Plan Member requests for specific providers. All personnel will be appropriately qualified, licensed and credentialed to provide medical services.
- 2.4 DEDICATED PHONE LINE/CALL CENTER. Medical Center Health System will provide District employees and their dependents with a dedicated phone line/call center which will assist in navigating them to the available and appropriate location for care as well as assist them with scheduling appointments in a quick and efficient manner.
- 2.5 MARKETING. Medical Center Health System, in conjunction with the ECISD Administration and Public Information Office, will create and produce marketing materials to be distributed to participants under this Agreement.
- 2.6 NOTICES/OPERATIONAL ISSUES. All notices required or permitted to be given under this Agreement shall be sufficient if furnished in writing, sent by certified mail, return receipt requested to the address provided in this section 2.5. In addition, ProCare and the District designate the following contact persons for operational issues and coordination of services:

ProCare:	<u>Official Notices</u>	<u>Operational Issues</u>
	William Webster, FACHE President P.O. Box 2129 Odessa, Texas 79760 (432) 640-2404 bwebster@echd.org	Julian Baseril, CPA, CMPE, FACHE Vice President 110 E. 7th Street Odessa, Texas 79761 (432)640-2405 jbaseril@echd.org
District:	Tom Crowe P O Box 3912 Odessa, Texas 79760 (432) 456-9871 Thomas.crowe@ectorcountyisd.org	Donna Zirioux, Director P O Box 3912 Odessa, Texas 79760 (432) 456-9789 Donna.zirioux@ectorcountyisd.org

A party will notify the other party promptly of any change to the contact information.

- 2.7 DISTRICT HEALTH PLAN. ProCare will cooperate with the District to work within the District's health benefit structure and assure proper services, level of service, and referrals within the provider network and available benefits. This provision shall not restrict a health care provider from discussing all health care options with a patient. The parties will cooperate to promote the use of the clinics to Plan Members. District Health Savings Account (HSA) plan participants are not eligible for this arrangement.
- 2.8 PLAN MEMBER IDENTIFICATION. The District will provide its Plan Members with identification cards that show the person's status as a Plan Member.
- 2.9 PATIENT INFORMATION. All medical records and patient information maintained by the medical clinic shall be the property of ProCare/Medical Center Health System. ProCare/Medical Center Health System shall protect the confidentiality of patient information in compliance with all state and federal laws. ProCare/Medical Center Health System shall not disclose patient information to the District without the Plan Member's written authorization unless disclosure is permitted by law. If ProCare ceases operation of a medical clinic, ProCare will transfer medical records and patient information to a successor medical provider in accordance with applicable laws.
- 2.10 INSURANCE. ProCare shall maintain professional liability insurance for itself and its medical providers with a limit of liability of no less than \$500,000 per occurrence and \$1,500,000 annual aggregate. ProCare shall maintain workers' compensation insurance for its employees.

ARTICLE 3 – COMPENSATION

- 3.1 CLINIC VISIT FEES. ProCare will bill District monthly; and, will collect applicable co-pays and submit "no pay" claims to BC/BS so that co-pays are recorded in participant's annual out-of-pocket costs. The District will pay ProCare the following amounts, payable within thirty (30) days of the District's receipt of a monthly invoice from ProCare. The balance will be collected from the Plan Member at the time of service.

RETAIL CLINICS AT WALMART / PRIMARY CARE CLINICS

Each Visit **\$68.00 flat-fee**
(\$30 employee/ \$38 ECISD)

URGENT CARE CENTERS

Each Visit **\$150.00 flat-fee**
(\$75 employee/ \$75 ECISD)

- 3.1.1 Reimbursement Schedule. EXHIBIT C states how the District's medical plan will reimburse services obtained at the ProCare Primary Care Clinics and MCH Urgent Care Clinics.
- 3.1.2 Excluded Group. The ProCare clinic arrangement is not available to District employees enrolled in Option III who are also enrolled in Health Savings Accounts

(HSAs). These individuals can be identified by their group insurance card with the Group # 073502. If any of these individuals use the ProCare clinics, the services provided will be billed directly to the District's medical plan administrator, Blue Cross Blue Shield.

- 3.1.3 Excluded Group: The ProCare clinic arrangement is not available to District employees enrolled in the Hospital Indemnity option. These individuals can be identified by their group insurance card with the identification number beginning with the letters ZGB.
- 3.2 LAB SERVICES. Lab work listed in EXHIBIT B that is available and routinely provided through the scope of primary care services (CLIA-waived testing) at the location is included in the flat fee. Lab tests not listed in EXHIBIT B or ordered from an outside location are not included in the visit fee and will be an additional fee, billed by the outside provider, or can be filed to the health plan. Lab tests not listed will be filed as a claim against the health plan to BCBS for appropriate reimbursement procedures. Lab work does not include drug screens.
- 3.3 RADIOLOGY SERVICES. Radiology tests that are listed in EXHIBIT B, provided through the scope of primary care services at the clinic location, and performed and read by a physician at the primary care clinic are included in the radiology flat fee. Radiology tests that are not listed in EXHIBIT B, are performed at locations other than the clinics in this agreement, or are referred for reading to a radiologist are not covered under the flat fee. These will be billed as a regular medical claim that will take into account the deductible and co-insurance factor when adjudicated by BCBS. Examples of radiology services not provided under this clinic arrangement are MRI scans, CT scans, bone density scans, and mammograms.
- 3.4 PREVENTIVE CARE SERVICES. Preventive Care services such as physicals, annual exams, and well-child visits, are covered by the District's Medical Plan at one-hundred percent (100%). All preventive care services and visits by Plan Members will be billed to the member's plan and will not fall under this clinic arrangement.
- 3.5 IMMUNIZATIONS. Immunizations are not included in this agreement. They will be charged separately at standard rates and will be billed to the health plan.
- 3.6 OTHER SERVICES. Anything done outside of the scope of this Agreement will be billed to the District's health insurance plan, and the Plan Member will be responsible for applicable co-payments.
- 3.7 NON-APPROPRIATION. All funds for payment by the District under this Contract are subject to the availability of an annual appropriation for this purpose by the Parties.
- 3.8 PAYMENT. The District shall pay ProCare within thirty (30) days of the District's receipt of a monthly invoice from ProCare. Such invoice shall include the patient name, social security number, date of service, CPT Code, service description, total charge, co-pay collected amount, and amount due from ECISD. The District will have the option to make an electronic payment to ProCare.

ARTICLE 4 – RELATIONSHIP OF THE PARTIES

4.1 INDEPENDENT CONTRACTOR STATUS. Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship between the contracting parties. The sole interest and responsibility of the parties is to ensure that the services covered by this agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

ARTICLE 5 – GENERAL PROVISIONS

- 5.1 NON-DISCRIMINATION. Each party shall provide services without discrimination on the basis of race, color, national origin, ethnicity, age, sex, disability, or political or religious beliefs. ProCare shall not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, ethnicity, age, disability, or political or religious beliefs, or in any way in violation of Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.
- 5.2 WAIVER. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of the Agreement.
- 5.3 SEVERABILITY. If any term or provision of this agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement provided that any invalid provisions are not material to the overall purpose and operation of this agreement. The remaining provisions of this agreement shall remain in full force and shall in no way be affected, impaired, or invalidated.
- 5.4 ASSIGNMENT. Neither party shall have the right to assign or transfer their rights to any third parties under this agreement with the exception of services not covered by this Agreement that are filed with the District’s Medical Plan.
- 5.5 GOVERNING LAW AND VENUE. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and any applicable Federal Law or Statute. Venue shall be in Odessa, Ector County, Texas for all purposes.
- 5.6 AMENDMENT. This agreement may be amended in writing to include any provisions that are agreed to by the contracting parties.
- 5.7 EXCLUSION. Each party certifies that neither it nor its employees or contractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any government program by any federal department or agency or by the State of Texas. EACH PARTY WILL NOTIFY PROMPTLY THE OTHER PARTY if this status changes and the name of any person who provides services under this Agreement or is an agent or managing employee who is convicted of a criminal offense related to the person’s involvement in a government program or is suspended, debarred, or excluded from participation in a government program.

WITNESS THE EXECUTION HEREOF in multiple counterparts, this _____ day of October, 2016, but effective for all purposes as of the 1st day of January, 2017.

**ECTOR COUNTY
INDEPENDENT SCHOOL DISTRICT**

MCH PROFESSIONAL CARE

By: _____
Printed Name: Tom Crowe

By: _____
Printed Name: William Webster

Title: Superintendent

Title: President

Date: _____

Date: _____

EXHIBIT A CLINIC LOCATIONS

FACILITIES

PRIMARY CARE

MCH ProCare Family Practice		MCH ProCare Internal Medicine	
Chittur Ramanathan, M.D.	By Appointment only	Daniel O'Hearn, M.D.	Stephanie Kubacak, M.D.
315 N Golder, Suite B	1 Physician	Augusto Sepulveda, M.D.	Santiago Giraldo, M.D.
Odessa, TX 79761-4615	1 LVN	By Appointment only	
(432) 640-1878	1 MA	Yarines Gonzalez, FNP	
(432) 640-1875 Fax	4 Other	Walk-in	
	Walk-in/By Appointment	8050 E. Highway 191, Suite 200 & 201	4 Physicians
Getnet Aberra, M.D.	1 Physician	Odessa, TX 79765-8607	2 Nurse Practitioners
3001 JBS Parkway	1 LVN	(432) 337-5411 Office	1 RN/5 LVN
Odessa, TX 79762-8126	2 MA	(432) 561-5380 Receptionist Fax	3 MA; 2 CNAs
(432) 640-6783	2 Other	(432) 561-5014 Nurse Station Fax	8 Other
(432) 640-4707 Fax			
	Walk-in/By Appointment	MCH ProCare Women's & Maternity Center	
David William Davison, M.D.	Jeneva Marmolejo, P.A.	Avelino Garcia, M.D.	Antonio Chavez, M.D.
8050 E. Highway 191, Suite 104A	1 Physician; 1 PA	Krystal Murphy, M.D.	By Appointment only
Odessa, TX 79765-8607	1 LVN	318 N. Alleghaney Ave, Suite 402	3 Physicians
(432) 640-6479	2 MA	Odessa, TX 79761-5003	1 RN; 1 LVN
(432) 640-4713 Fax	2 Other	(432) 640-2491	1 MA; 2 CNAs
	Walk-in/By Appointment	(432) 640-2493 Fax	4 Other
1940 E. 42nd St.	1 P.A./N.P	Raymond Martinez, M.D.	By Appointment only
Odessa, TX 79762	1 LVN	540 W. 5th Street, Suite 420	1 Physician
(432) 640-6712	2 Other	Odessa, TX 79761-5034	1 RN
(432) 640-4788 Fax		(432) 640-6368	1 MA; 1 CNAs
		(432) 332-9369 Fax	2 Other

MCH ProCare Health Kids Clinic

Zhibo Yang, M.D. **Omosede Egbuomwan, M.D.**

3001 JBS Parkway 2 Physicians

Odessa, TX 79762-8153 1 LVN

(432) 640-6772 1 MA; 2 CNAs

(432) 640-4708 Fax 3 Other

Walk-in/By Appointment

MCH Family Health Clinic Clements

Eileen Sheridan, M.D. **Sreedevi Godey, M.D.**

Tanya Murphy, CPNP **Adelina Saldivar, FNP**

840 W. Clements Street 2 Physicians

Odessa TX, 79763-4601 2 Nurse Practitioners

(432) 640-4860 1 RN; 5 LVN; 2 MA

(432) 640-4864 Fax 1 Rad Tech; 8 Other

Walk-in/By Appointment

MCH Family Health Clinic West University

Kevin Benson, M.D.

Mavis Twum-Barlman, M.D.

6030 W. University 2 Physicians

Odessa, TX 79764 3 LVN

(432) 640-6600 3 MA

(432) 640-4791 Fax 10 Other

Walk-in/By Appointment

RETAIL CLINICS

MCH ProCare East Clinic at Walmart		MCH ProCare West Clinic at Walmart	
Nancy Bueno, FNP	Christina Gaspar, FNP	Tanvir Hafiz, P.A.	Analee Mora, N.P.
4210 JBS Parkway	Walk in clinic	2450 NW Loop 338	Walk in clinic
Odessa, TX 79762-8153	2 Nurse Practitioners	Odessa, TX 79763-3201	1 PA/ 1 NP
(432) 362-2685	2 Other	(432) 332-2695	2 Other
(432) 362-1927 Fax		(432) 332-2665 Fax	
Monday - Saturday 8:00 a.m. to 7:00 p.m.		Monday - Saturday 8:00 a.m. to 7:00 p.m.	

URGENT CARE CENTERS

MCH Urgent Care MCH Campus		MCH Urgent Care 42nd Street	
Nancy Baquirin, FNP	Analee Mora, N.P.	Robert Ramkissoon, P.A.	Elias Marquez, FNP
315 N. Golder, Suite C	Walk in clinic	1940 E. 42nd St.	Walk in clinic
Odessa, TX 79763-5044	1 NP/ 1 PA	Odessa, TX 79762	1 NP; 1 PA
(432) 640-1963	4 LVN	(432) 640-2749	1 RN
(432) 640-1875 Fax	3 MA; 2 Rad Tech	(432) 640-2746 Fax	7 LVN
Monday - Friday 9:00 a.m. to 8:30 p.m.	7 Other	Monday - Friday 9:00 a.m. to 8:30 p.m.	2 MA; 1 Rad Tech
Sat & Sun 10:00 a.m. to 5:30 p.m.		Sat & Sun 10:00 a.m. to 5:30 p.m.	6 Other
MCH Urgent Care JBS Parkway		MCH Urgent Care West University	
Rachel Gleaves, P.A.	Tabatha Pittman, P.A.	Emily Sullivan, P.A.	Moinul Islam, P.A.
3001 JBS Parkway	Walk in clinic	6030 W. University	Walk in clinic
Odessa, TX 79762-8153	2 PA's	Odessa, TX 79764	2 PA's
(432) 640-6700	1 RN; 1 LVN	(432) 640-6600	3 LVN
(432) 640-4700 Fax	3 MA; 2 Rad Tech	(432) 640-4790 Fax	2 MA; 3 Rad Tech
Monday - Friday 9:00 a.m. to 8:30 p.m.	5 Other	Monday - Friday 9:00 a.m. to 8:30 p.m.	4 Other
Sat & Sun 10:00 a.m. to 5:30 p.m.		Sat & Sun 10:00 a.m. to 5:30 p.m.	

**EXHIBIT B
SERVICES**

BASIC SERVICES OFFERED AT RETAIL CLINICS AT WALMART \$68.00

Basic Checkups
Diagnostic Testing
Diagnosis of diabetes and referral to PCP for treatment
Asthma
Acute conditions-sore throats, ears, headache, fever, body aches
Acute Bronchitis
Allergies/Cough/Sinus
Common Cold
Ear Ache/Ear Infection
Rashes
Urine pregnancy tests
Urine Analysis, Flu Screen
Pink Eye/Stye
No radiology

BASIC PRIMARY CARE SERVICES OFFERED \$68.00

Family Practice, Pediatrics, Internal Medicine, Women's Health
Acute services (all basic services provided above)
Diagnostic Testing (only CLIA waved testing performed onsite are included)
Treatment of diabetes and hypertension
Treatment of thyroid disorders
Asthma
Radiology and outside lab services will be billed to the plan.
Physicals, annual exams, and Well Child visits also provided (covered at 100% by the ECISD Plan. These services would be billed to the plan)

BASIC SERVICES OFFERED AT THE URGENT CARE CENTERS \$150.00

Abdominal Pain
Asthma attack
Acute conditions- sore throat, ears, headache, fever, body aches
Allergies/Cough/Sinus
Rashes
Small bone fractures
Strains/sprains/musculoskeletal problems
Ear pain
Eye irritations
Fever/Headaches

Urinary Tract Infections
Vomiting/Diarrhea (stomach flu)
Minor work injuries

Lab:

- Glucose
- Urine Analysis
- Comprehensive Metabolic Profile
- Lipids
- Thyroid
- Complete Blood Count

Basic Radiology:

- Checking for broken bones/strains 1-2 views
- Checking for pneumonia 1-2 views

EXHIBIT C
OPTION I and III-EMPLOYEE WITHOUT HSA

<p>EMPLOYEE HEALTH CLINIC ARRANGEMENT</p>	<p align="center">OPTION I PPO: 100% after co-pay Non PPO: None</p> <p align="center">OPTION III HDHP – No HSA PPO: 100% after co-pay Non PPO: None</p> <p>NOTE on URGENT CARE COVERAGE: Basic family practice, pediatrics, internal medicine, women’s health; treatment of diabetes, hypertension, thyroid disorders, asthma, sore throats, ear infections, headaches, minor fever, body aches, acute bronchitis, common cold, pink eye/stye; allergies/cough/sinus/rashes are not covered under the Urgent Care co-pay if a Primary Care clinic is open at the time the patient goes to the Urgent Care clinic.</p>	<p>If a plan participant uses the Medical Center Hospital’s ProCare Primary Care clinic the co-pay is \$30. If the plan participant uses the ProCare Urgent Care clinic the co-pay is \$75. The Primary Care clinic will bill the district \$68 less the collected co-pay for the visit; and, the Urgent Care clinic will bill the district \$150 less the collected co-pay.</p> <p>The Primary Care clinic co-pay covers:</p> <ul style="list-style-type: none"> • Basic family practice, pediatrics, internal medicine, women’s health; • Basic lab diagnostic testing & urine analysis; • Treatment of diabetes, hypertension, thyroid disorders, asthma, sore throats, ear infections, headaches, minor fever, body aches, acute bronchitis, common cold, pink eye/stye; • Allergies/cough/sinus/rashes; • Urine pregnancy tests; • It does not cover radiology and outside lab diagnostics. These services will be billed to the plan and paid as a normal health plan test after the deductible is met. <p>The Urgent Care clinic co-pay covers:</p> <ul style="list-style-type: none"> • Abdominal Pain; • Asthma attack; • Small bone fractures and strains ,sprains, & musculoskeletal problems; • High fever and severe headaches; • Eye and ear injuries, urinary tract infections; • Vomiting/Diarrhea-gastrointestinal disorders; • Lab diagnostics – Glucose, Urine Analysis, comprehensive Metabolic Profile, Lipids, Thyroid, & complete blood count; • Basic Radiology diagnostics – checking for broken bones/strains 1-2 views, checking for Pneumonia 1-2 views; • It does not cover any other radiology and outside lab diagnostics. These services will be billed to the plan and paid as a normal health plan test after the deductible is met.
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OPTION III-EMPLOYEE WITH HSA (Group # 073502)

<p>EMPLOYEE HEALTH CLINIC ARRANGEMENT</p>	<p>OPTION III Employee with HSA Not Available</p>	
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