



CITY OF BELTON

**City Council Meeting Agenda
Thursday, October 12, 2017 - 5:00 p.m.
Wright Room, Harris Community Center
401 N. Alexander, Belton, Texas**

Pledge of Allegiance. The Pledge of Allegiance to the U.S. Flag will be led by Director of Planning Erin Smith.

Texas Pledge. The Pledge of Allegiance to the Texas Flag will be led by Councilmember John R. Holmes, Sr.

"Honor the Texas flag; I pledge allegiance to thee Texas, one state under God, one and indivisible."

Invocation. The Invocation will be given by Councilmember Dan Kirkley.

1. Call to order.
2. Public Comments.

Citizens who desire to address the Council on any matter may register to do so prior to this meeting and speak during this item. Forms are located on the table outside of the south side entry to the meeting room. Please state your name and address for the record, and limit your comments to three minutes. Also, please understand that while the Council appreciates hearing your comments, State law (Texas Gov't Code §551.042) prohibits them from: (1) engaging in discussion other than providing a statement of specific factual information or reciting existing City policy, and (2) taking action other than directing Staff to place the matter on a future agenda.

Consent Agenda

Items 3-4 under this section are considered to be routine by the City Council and may be enacted by one motion. If discussion is desired by the Council, any item may be removed from the Consent Agenda prior to voting, at the request of any Councilmember, and it will be considered separately.

3. Consider authorizing the City Manager to execute an Agreement with the Central Texas Council of Governments (CTCOG) to continue funding for the volunteer coordinator position for the Belton Police Department's RUOK? Senior Adult Outreach Program.
4. Consider an extension to the City's contract with Scott & White Clinic for EMS Medical Director Services.

Miscellaneous

5. Consider a resolution authorizing the submittal of an application to the Texas Department of Agriculture for a Texas Community Development Block Grant for the redevelopment of N. East Street.
6. Consider a resolution designating an area as blighted as part of an application to the Texas Department of Agriculture for a Texas Community Development Block Grant for the redevelopment of N. East Street.

The City Council reserves the right to adjourn into Executive Session at any time regarding any issue on this agenda for which it is legally permissible.



CITY OF BELTON

OFFICE OF THE CITY MANAGER

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3. Consider authorizing the City Manager to execute an Agreement with the Central Texas Council of Governments (CTCOG) to continue funding for the volunteer coordinator position for the Belton Police Department's RUOK? Senior Adult Outreach Program.

See Staff Report from Assistant City Manager/Chief of Police Gene Ellis. Recommend authorizing the City Manager to execute the contract funding the RUOK? Program.

4. Consider an extension to the City's contract with Scott & White Clinic for EMS Medical Director Services.

See Staff Report from Fire Chief Bruce Pritchard. Recommend authorizing the City Manager to execute the contract for EMS Medical Director Services.

Miscellaneous

5. Consider a resolution authorizing the submittal of an application to the Texas Department of Agriculture for a Texas Community Development Block Grant for the redevelopment of N. East Street.

See Staff Report from Grants and Special Projects Coordinator Bob van Til. Recommend authorizing the submittal of the grant application.

6. Consider a resolution designating an area as blighted as part of an application to the Texas Department of Agriculture for a Texas Community Development Block Grant for the redevelopment of N. East Street.

See Staff Report from Grants and Special Projects Coordinator Bob van Til. Recommend designating the area proposed in the grant application as blighted.

The City Council reserves the right to adjourn into Executive Session at any time regarding any issue on this agenda for which it is legally permissible.

Staff Report – City Council Agenda Item



Agenda Item #3

Consider authorizing the City Manager to execute an agreement with the Central Texas Council of Governments (CTCOG) to continue funding for the volunteer coordinator position for the Belton Police Department's RUOK? senior adult outreach program.

Originating Department

Police Department – Gene Ellis, Assistant City Manager/Chief of Police

Summary Information

For the past three years, the City has partnered with the Area Agency on Aging of Central Texas, a subdivision of CTCOG, to enhance the Belton Police Department's RUOK? program. The RUOK? Program is currently serving over 130 senior adults living alone. The part time volunteer coordinator position funded by the Area Agency on Aging is the foundation of this lifesaving program. Since its inception, the RUOK? Program has been credited with saving five lives and touching hundreds of others.

We are seeking to renew our agreement with CTCOG to continue this program and retain the volunteer coordinator for senior adult outreach through the RUOK? program. This extension will provide funding for the program through the end of this fiscal year. The Area Agency on Aging, has indicated they will continue funding this program for another fiscal year in the amount of \$21,000. The funding is used for reimbursement of costs directly related to the program to include: wages and benefits; communication and computer equipment; and other program expenses.

Fiscal Impact

Amount: \$21,000

Budgeted: Yes No

If not budgeted: Budget Transfer Contingency Amendment Needed Capital Project Funds

Funding Source(s): Grant funds from CTCOG will cover all expenses related to the volunteer coordinator.

Recommendation

Recommend approval of the agreement with CTCOG and authorizing the City Manager to sign.

Attachments

Agreement between the City of Belton and CTCOG



VENDOR AGREEMENT

This Vendor Agreement is entered into by and between The Central Texas Council of Governments (CTCOG) and The City of Belton (vendor).

I. STATEMENT OF PURPOSE:

The purpose of this Vendor Agreement is to allow CTCOG and the vendor to check on the welfare of senior citizens through the RUOK? Program.

II. CONSIDERATION:

- a. CTCOG is a Regional Planning Commission designated by the Office of the Governor of the State of Texas under provisions of Article 1011mm, V.A.C.S., with jurisdictional lines encompassing the counties of Bell, Coryell, Hamilton, Lampasas, Milam, Mills and San Saba.
- b. The Area Agency on Aging of Central Texas (AAACT), a program of CTCOG, seeks to partner with the City of Belton Police Department to provide funding for a volunteer coordinator for the RUOK? telephone reassurance program to senior adults in Belton by directing grant funds from the Health and Human Services Commission to enhance the services to senior adults. The parties agree to provide the services listed in Appendix A, Scope of Services.

III. PAYMENT FOR GOODS AND SERVICES:

- a. CTCOG shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the vendor. Payment under a CTCOG Contract shall not foreclose the right to recover wrongful payments.
- b. Payments must be made in accordance with laws and procedures applicable to CTCOG.
- c. CTCOG agrees to pay the rates and/or prices set forth in this agreement.
- d. All purchases executed under a CTCOG Contract will require a vendor purchase order.

IV. TERM OF CONTRACT:

This Vendor Agreement shall begin when fully executed by both parties. Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. CTCOG shall pay for all services received through the effective date of termination.

V. CERTIFYING FUNCTION:

The Central Texas Council of Governments acting as the owner of the CTCOG contracts hereby certifies the eligibility of the AACT to use CTCOG contracts.

VI. NOTIFICATION

All notices under this Interlocal Agreement shall be sent to each party at the respective addresses indicated below:

Central Texas Council of Governments
PO Box 729
Belton TX 76513

City of Belton, Texas
PO Box 120
Belton TX 76513

VII. AUTHORIZED SIGNATORIES

Jim Reed, AICP
Executive Director
Central Texas Council of Governments

Sam Listi
City Manager
City of Belton, Texas

Date

Date

**ATTACHMENT A
SCOPE OF SERVICES**

City of Belton Police Department (BPD)

1. BPD will ensure employees and volunteers assisting with the RUOK? Program are trained with providing telephone reassurance.
2. BPD shall provide CTCOG a monthly report of the number of calls made to seniors 60 years of age and over, including their names. Monthly calls will be made and documented with the help of the RUOK? program.
3. BPD shall provide HHSC required forms: HHSC intake and signed Client's Rights and Responsibilities (PRR) annually for each client 60 years of age and older who participate in the RUOK? telephone reassurance program.
4. BPD shall ensure that it reports on the welfare checks patrol officers conduct on senior adults in the program as a result of threat to health, safety, welfare, or a crime.

Central Texas Council of Government (CTCOG)

1. CTCOG agrees to direct \$21,000.00 in HHSC grant funds to BPD for calls made during fiscal year to fund a volunteer coordinator for the RUOK? Program and reimburse the City of Belton for approved costs associated with this position.
2. CTCOG shall provide the City of Belton immediate notice if funding becomes unavailable.
3. CTCOG will refer older residents of Belton that who need telephone reassurance or welfare checks to the BPD.
4. CTCOG agrees to direct additional funding for the continuance of this program in fiscal year 2018 if grant funding is available for the program.

Reimbursement Methodology

Monthly Invoice Amount	Invoice Due Date
\$1,750.00	5 th day of month following service

TERMS OF AGREEMENT

A. City of Belton Police Department agrees to:

1. Provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. Submit billings with appropriate documentation as required by the AACT by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided.
 - a. If the fifth (5th) day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.
 - b. The AACT cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
 - c. No reimbursement for services provided will be made if Contractor payment invoices are not submitted to the AACT within 45 days of service delivery.
3. Encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on vendor's financial reports if contributions are not required to be forwarded to the AACT. Client contributions (program income) will be reported fully, as required, to the AACT. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
4. Notify the AACT Director within ten (10) days if, for any reason, the vendor becomes unable to provide the service.
5. Maintain communication and correspondence concerning program participants' status.
6. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AACT or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
7. Retain financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AACT. The

records and documents will be retained for a minimum of five (5) years after close of Contractor's fiscal year.

8. Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AACT staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
9. If applicable, comply with the HHSC process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.
10. The agreement may be terminated for cause or without cause upon the giving of thirty (30) days advance written notice.
11. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
12. Vendor is an independent provider, NOT an agent of the AACT. Thus, to the extent allowed by law, the vendor indemnifies, saves and holds harmless the Central Texas Council of Governments/Area Agency on Aging of Central Texas against expense or liability of any kind arising out of service delivery performed by the Vendor. Vendor must immediately notify the AACT if the vendor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AACT.
13. Employees of the vendor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

B. Through the Direct Purchase of Services program, the AACT agrees to:

1. Review program participant intake and assessment forms completed by the vendor, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. Provide timely written notification to vendor of program participant's eligibility and authorization to receive services.
3. Maintain communication and correspondence concerning the program participants' status.

4. Provide timely technical assistance to vendor as requested and as available.
5. Conduct quality assurance procedures, which may include on-site visits, to ensure quality services are being provided and, if applicable, CMS exclusion reviews are conducted.
6. Provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.
7. Contingent upon the AACT's receipt of funds authorized for this purpose from HHSC, reimburse the vendor based on the agreed reimbursement methodology, approved rates, services authorized, and in accordance with subsection (A)(2) of this document, within twenty-one (21) days of the AACT's receipt of vendor's invoice.

ASSURANCES

The Contractor shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*).
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*).
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107).
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688).
- F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*).
- G. Drug Free Workplace Act of 1988.
- H. Texas Senate Bill 1 - 1991, as applicable.
- I. DADS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this agreement.
- J. Certification Regarding Debarment - 45CFR §92.35 Sub-awards to debarred and suspended parties; this document is required annually as long as this agreement is in effect.
- K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs.

- L. DADS Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs.

FOCAL POINTS IN THE AACT PLANNING AND SERVICE AREA

The Area Agency on Aging of Central Texas is the only Focal Point for the AACT Region:

**AACT
2180 North Main Street
PO Box 729
Belton TX 76513
1-800-447-7167
254-770-2330**

Staff Report – City Council Agenda Item



Agenda Item #4

Consider an extension to the City's contract with Scott & White Clinic for EMS Medical Director Services.

Originating Department

Fire Department, Bruce Pritchard, Fire Chief

Summary Information

Annual medical contract for our Medical Director, Dr. Taylor Ratcliff

Fiscal Impact

Amount: \$12,500 maximum at \$180 per hour

Budgeted: Yes No

If not budgeted: Budget Transfer Contingency Amendment Needed Capital Project Funds

Recommendation

Recommend approval of the 2018 Medical Director Contract.

Attachments

Medical Director Contract

**EMERGENCY MEDICAL SERVICES
MEDICAL DIRECTOR AGREEMENT**

THIS AGREEMENT is entered into by and between **SCOTT AND WHITE CLINIC**, a Texas nonprofit corporation ("Clinic"), and **the City of Belton, Texas** ("EMS Provider").

WITNESSETH:

WHEREAS, Clinic is organized as a Chapter 162 nonprofit health care corporation that employs physicians to provide physician services to the communities and residents located within its service area;

WHEREAS, EMS Provider is an emergency medical services provider licensed under Chapter 773 of the Texas Health & Safety Code;

WHEREAS, Clinic employs physicians who are duly qualified and licensed to practice medicine in the State of Texas with a special interest and training in emergency medicine;

WHEREAS, EMS Provider has a need for a physician with special training and expertise in emergency medicine to provide off-line [and on-line] medical direction to EMS Provider and its emergency operations; and

WHEREAS, Clinic and EMS Provider wish to enter into an agreement under which Clinic provides such physician services to EMS Provider.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

I. PROVISION OF SERVICES BY CORPORATION

1.1 Services. Clinic shall appoint a physician ("Physician") reasonably acceptable to EMS Provider to serve as Medical Director for EMS Provider (the "EMS Medical Director"). As EMS Medical Director, Physician shall:

1.1-1 Approve the level of pre-hospital care which may be rendered locally by each of the EMS personnel employed by and/or volunteering with the EMS Provider under the Medical Director's supervision, regardless of the level of state certification or licensure, before the personnel is permitted to provide such care to the public;

1.1-2 Establish and monitor compliance with field performance guidelines for EMS personnel;

- 1.1-3 Establish and monitor compliance with training guidelines which meet or exceed the minimum standards set forth in Texas Department of State Health Services ("TDSHS") EMS certification regulations;
- 1.1-4 Develop, implement, and revise protocols and/or standing delegation orders, if appropriate, governing pre-hospital care and medical aspects of patient triage, transport, transfer, dispatch, extrication, rescue, and radio-telephone-telemetry communication by the EMS Provider;
- 1.1-5 Direct an effective system audit and quality assurance program;
- 1.1-6 Make formal recommendations on medically related aspects of operation of the EMS Provider including the inspection, evaluation, and approval of the Provider's performance specifications;
- 1.1-7 Function as the primary liaison between the EMS Provider's administration and the local medical community, ascertaining and being responsive to the needs of each;
- 1.1-8 Take or recommend appropriate remedial or corrective measures for EMS personnel, in conjunction with local EMS administration, which may include but are not limited to counseling, retraining, testing, probation, and/or field preceptorship;
- 1.1-9 Suspend a certified EMS individual from medical care duties for due cause pending review and evaluation;
- 1.1-10 Establish the circumstances under which a patient might not be transported;
- 1.1-11 Establish the circumstances under which a patient may be transported against his or her will in accordance with state law, including approval of appropriate procedures, forms, and a review process;
- 1.1-12 Establish criteria for selection of a patient's destination;
- 1.1-13 Develop and implement a comprehensive mechanism for management of patient care incidents, including patient complaints, allegations of substandard care, and deviations from established protocols and patient care standards;
- 1.1-14 Promptly respond to requests for information by EMS Provider relating to the subject matter items of this section as well as patient care issues;

- 1.1-15 Provide timely review and consultation with regard to medical records;
- 1.1-16 Maintain all medical licensure and certifications in good order.
- 1.1-17 Evaluate and make recommendations on appropriate equipment and supplies available to the EMS Provider.
- 1.1-18 Assist in the provision and coordination of continuing education programs of EMS Provider.
- 1.1-19 Establish and regularly evaluate the list of medications, including minimum quantities and dosages, to be carried on EMS Provider vehicles, and the EMS Provider's compliance with laws and regulations impacting its acquisition, storage, and use of those medications.
- 1.1-20 Review regional mass casualty and disaster plans and provide guidance to the EMS Provider regarding its provision of emergency medical services under those plans.
- 1.1-21 Provide all necessary attestations and certifications regarding EMS Provider's compliance with licensing and legal requirements, including, to the extent applicable, those requirements that apply to certified First Responder Organizations as set forth in 25 T.A.C. §157.14(c)(1)(E).

Physician agrees that Physician will only approve care or activities that were provided/performed during the time the Physician was Medical Director hereunder.

- 1.2. EMS Point of Care Services. Physician shall provide in-field/point-of-care clinical and consulting services, including, but not limited to, instruction and direction to EMS Provider paramedics. While providing in-field/point-of-care clinical and consulting services, Physician shall not, in any way, attempt to influence or direct EMS Provider's or patients' selection of hospitals or other facilities. Physician shall provide the services described in this Section 1.2 in a manner which supports EMS Provider's obligation to ensure compliance with patient choice, as well as with all state, local, and federal laws regarding ambulance transport.
- 1.3 Qualifications. Physician shall exhibit and possess the following qualifications as a condition precedent to serving as the EMS Medical Director hereunder:
 - 1.3-1 Maintain an unlimited license to practice medicine in the State of Texas;
 - 1.3-2 Be registered with TDSHS as an EMS Medical Director in the State of Texas;

- 1.3-3 Be board certified in emergency medicine;
 - 1.3-4 Have experience in prehospital emergency care and emergency management of ill and injured patients;
 - 1.3-5 Be familiar with: (i) the design and operation of EMS Systems; and (ii) dispatch communications operations of prehospital emergency units.
 - 1.3-6 Comply with all continuing education requirements applicable to off-line medical directors;
 - 1.3-7 Be and remain a member in good standing of at least one (1) hospital serving Bell County, Texas;
 - 1.3-8 Be actively involved in/or knowledgeable about:
 - a. the training and/or continuing education of EMS personnel, under the EMS Medical Director's direct supervision, at their respective levels of certification;
 - b. dispatch and communications operations of pre-hospital emergency units; and
 - c. laws and regulations affecting local, regional, and state EMS operations.
 - 1.3-9 Not be medical director for more than 20 EMS providers without obtaining a waiver from TDSHS; and
 - 1.3-10 Not be, and never have been, suspended or terminated/excluded for cause by any governmental agency or from the Medicare, Medicaid or CHIP programs.
- 1.4 Time Commitment. Physician shall devote such time, skill, and attention to performing Services as may be reasonably required. It is anticipated that Physician will devote approximately six (6) hours per month providing Services hereunder. Physician shall only be permitted to provide services in excess of six (6) hours per month upon written consent from EMS Provider. No later than the fifteenth (15th) day of each month, Physician shall submit to EMS Provider documentation of Services provided during the preceding month. Such documentation shall be in the form of the timesheet, attached hereto as Exhibit A, or such other form as the parties may mutually agree upon.
- 1.5 Notification to TDSHS. Physician shall be responsible for disclosing to TDSHS the names of all EMS providers for whom the Physicians holds the position of off-line medical director in conformance with applicable TDSHS requirements.

II. COMPENSATION AND BILLING

In consideration for services provided by Clinic through Physician, EMS Provider shall compensate Clinic One hundred eighty and no/100 Dollars (\$180.00) per hour, not to exceed Twelve thousand five hundred and no/100 Dollars (\$12,500.00) per year. EMS Provider shall pay all amounts due pursuant to this Article II within sixty (60) days of

EMS Provider's receipt of acceptable documentation of time spent by Physician in providing services hereunder.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall be for one (1) year commencing on October 1st, 2017. Thereafter, this Agreement shall automatically renew for additional one (1) year terms unless either party provides the other with notice of its intention not to renew at least ninety (90) days prior to the end of any then-current term.

3.2 Termination. This Agreement may be terminated as follows:

3.2-1 Termination by Agreement. In the event EMS Provider and Clinic shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

3.2-2 Immediate Termination for Specific Breaches. EMS Provider may terminate this Agreement immediately upon written notice to Clinic in the event:

- (i) Physician fails to qualify for professional liability insurance coverage as required by this Agreement;
- (ii) Physician's license to practice medicine in any state is placed on probation, suspended or revoked;
- (iii) Physician's right to use or prescribe any controlled substance is suspended or revoked;
- (iv) Physician's membership and/or privileges on the Medical Staff of any hospital are restricted, limited, revoked, or terminated except in those instances when action is taken based on Physician's inactivity in an identified area;
- (v) Physician is convicted of the commission of a felony or pleads guilty or no contest to the commission of a felony; or
- (vi) Physician's qualification as a Medicare or Medicaid provider is terminated.

3.2-3 Termination Upon Failure to Cure. If either party materially breaches any term of this Agreement, the non-breaching party shall notify the breaching party in writing specifying the breach and setting forth a cure period of

forty-five (45) days ("Cure Period"). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party, at its option, may terminate the Agreement effective immediately without further notice upon the expiration of the Cure Period. Notwithstanding the foregoing, if a breach is cured within the Cure Period but the breaching party commits a further material breach within a six (6) month period following the expiration of the Cure Period, then the non-breaching party may immediately terminate this Agreement without any further cure period being afforded. As used in this Section 3.2-3, Clinic shall be deemed to have materially breached this Agreement in the event:

- (i) Physician is disabled to the extent that Physician is incapable of performing services required by this Agreement for a period of thirty (30) consecutive days;
- (ii) Certification by Physician's specialty board is suspended or terminated;
- (iii) Physician fails, in a material fashion, to provide the services required by this Agreement; or
- (iv) Physician's qualification as a Medicare or Medicaid provider is restricted or limited.

IV CONFIDENTIALITY AND TRADE SECRETS

4.1 Proprietary Information. In the course of providing services hereunder, Clinic and Physician will acquire valuable proprietary data and other confidential information with respect to EMS Provider's activities. The parties agree that such proprietary data and other confidential information include, but are not limited to, the following: EMS Provider's business and financial methods and practices, pricing and marketing techniques, file or database materials, computer programs, lists of EMS Provider's patients, patient record cards, patient files, and data on EMS Provider's suppliers, as well as similar information relating to EMS Provider's current or future affiliates. In addition, Physician, on behalf of EMS Provider, may develop personal acquaintances with patients and prospective patients of EMS Provider. As a consequence, the parties acknowledge that Clinic and Physician will occupy a position of trust and confidence with respect to EMS Provider's affairs and services. In view of this position and the remuneration to be paid to Clinic for the services of Physician, Clinic and Physician acknowledge that it is reasonable and necessary for the protection, goodwill and business of EMS Provider, that Clinic and Physician agree to those terms contained in this Article IV regarding the conduct of Clinic and Physician during and subsequent to Physician's rendering of services to EMS Provider, and that EMS Provider will

suffer irreparable injury if Clinic or Physician engage in the conduct prohibited thereby. Clinic and Physician represent that their experience and abilities are such that observance of these terms will not cause Clinic or Physician any undue hardship or unreasonably interfere with Clinic's ability to do business or Physician's ability to earn a livelihood.

- 4.2 Restriction on Unauthorized Disclosure. During the term of this Agreement and thereafter, neither Clinic nor Physician will, without the express written consent of EMS Provider, directly or indirectly communicate or divulge, or use for their own benefit or the benefit of any other person, firm, association or corporation, any of EMS Provider's or its affiliates' proprietary data or other confidential information, including by way of illustration, the information described in Section 4.1, which were communicated to or otherwise learned by Clinic or Physician in the course of the relationship covered by this Agreement. Clinic and Physician may, however, disclose such matters to the extent that disclosure is required in the course of the relationship with EMS Provider, or by a court or governmental agency of competent jurisdiction. As long as such matters remain proprietary data or other confidential information, neither Clinic nor Physician will use such proprietary data or other confidential information in any way or in any capacity other than as a physician employed by EMS Provider and to further EMS Provider's interests.

V. INSURANCE

EMS Provider shall provide professional liability insurance with minimum limits of \$1,000,000 per occurrence/\$3,000,000 annual aggregate covering the Physician against liability from the Physician's acts or omissions in the performance of medical direction services hereunder. Physician shall only be covered by such professional liability insurance for those duties set forth in this Agreement.

VI. STATUS OF PARTIES

In performing services as contemplated hereunder, the parties agree that Clinic and Physician are acting as independent contractors of EMS Provider, and that Physician is not an employee of EMS Provider. Clinic agrees to pay, as they become due, all federal and state income taxes, as well as other taxes, including employment taxes due and payable on the compensation earned by Clinic through Physician's provision of services under this Agreement, and to indemnify and hold EMS Provider harmless from any and all taxes, penalties, or interest which might arise by Clinic's failure to do so. This provision shall survive the termination of this Agreement.

V. MISCELLANEOUS MEDICARE PROVISIONS

- 5.1 Fraud and Abuse Rules/Stark Self-Referral Prohibitions. The parties agree that

this Agreement is intended to comply with the Medicare/Medicaid Fraud and Abuse Rules and Stark Self-Referral Prohibitions (collectively referred to as "Relevant Laws"). "Relevant Laws" include statutes and/or regulations that become effective after the commencement of this Agreement as well as any new or different interpretations of Relevant Laws. If at any time this Agreement is found to violate the Relevant Laws, or if either party has a reasonable belief that this Agreement creates a material risk of violating the Relevant Laws, the Agreement may be terminated immediately upon written notice to the other party.

VI. GENERAL PROVISIONS

- 6.1 Party Representatives. Each party agrees to designate an individual contact person/representative to serve as the primary point of contact for contract or performance issues which arise from time to time between the parties. Such individual may be replaced by time to time by either party upon advance written notice to the other party.
- 6.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the parties hereto.
- 6.3 Assignment. Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein.
- 6.4 Confidentiality. EMS Provider and Clinic agree that the terms and conditions of this Agreement shall remain confidential to the maximum extent permitted by law. Neither EMS Provider nor Clinic shall distribute this Agreement or any part thereof or reveal any of the terms of this Agreement to parties other than their employees or agents unless required to do so by applicable law.
- 6.5 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and constitutes the entire Agreement between the parties hereto. Neither EMS Provider nor Clinic shall be entitled to benefits other than those herein specifically enumerated.
- 6.6 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of EMS Provider and Clinic by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.
- 6.7 Governing Law. This Agreement shall be construed and governed by the laws of the state of Texas.

- 6.8 Health Insurance Portability and Accountability Act Compliance. EMS Provider and Clinic agree that each party shall comply with all federal and state regulations, rules and orders, including but not limited to regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act (Public Law 104-91- "HIPAA").
- 6.9 Notices. Notices or communications herein required or permitted shall be given the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

CLINIC	EMS Provider
Scott and White Clinic 2401 S. 31st Street Temple, Texas 76508 Attn: Chair, Board of Directors	The City of Belton, Texas 333 Water Street Belton, Texas 76513 Attn: City Manager

- 6.10 Regulatory Compliance. The parties will operate at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rules and regulations of the parties.
- 6.11 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 6.12 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

XII. EXECUTION

IN WITNESS WHEREOF, the duly authorized representatives of EMS Provider and Clinic have executed this Agreement on the dates written below.

SCOTT & WHITE CLINIC

By: _____
President

Date: _____

EMS PROVIDER

BY: _____
City Manager

Date: _____

Approved as to form:

City Attorney

EXHIBIT A
TIME RECORD

(see attached)

Staff Report – City Council Agenda Item



Agenda Item #5

Consider a resolution approving the submittal of an application to the Texas Department of Agriculture for a Texas Community Development Block Grant for the redevelopment of N. East Street.

Originating Department

Administration – Bob van Til, Grants and Special Projects Coordinator

Summary Information

The purpose of this item is to consider a resolution approving the submittal of an application to the Texas Department of Agriculture for funding from the Texas Community Development Block Grant - Downtown Revitalization Program (DRP).

We prepared a grant application to redevelop a portion of N. East Street between E. Central and E. First Ave. Proposed improvements include: new sidewalks, curb and gutter, pedestrian ramps and barrier rails, light fixtures, and street milling, overlay, and restriping.

The project is estimated to cost approximately \$350,000. The application is for \$250,000 from the TxCDBG program, combined with a local match of \$100,000. The Belton EDC has agreed to provide the local match.

The TxCDBG program reflects the Federal National Planning Objectives (NPO). The NPO's focus on three objectives: 1. principally benefit low to moderate income (LMI) persons, 2. eliminate or prevent slums and blight, 3. address imminent health and safety problems (i.e. disasters, such as fires or floods, for instance).

This application was prepared in the context of the second objective: 'eliminating or preventing slum and blight.'

The N. East Street Project began in mid-2016 in response to requests by local property owners to make improvements to N. East Street, focusing to a large extent on the accessibility of the area. Several meetings were held on site with the tenants and property owners (August 30, 2016 and January 19, 2017) to review expectations and proposed Streetscaping. The City Council was formally briefed by staff during their February 14, 2017 meeting.

As part of the application process, the City conducted a public hearing on September 26, 2017. The purpose of the public hearing was to allow the public adequate opportunity to

comment on the pending application as well as provide comment on overall community needs. State regulations do not allow the City to consider the resolutions during the same meeting as the public hearing.

During the public hearing, one person spoke in favor of the application. No other input was received.

Next Step:

- October 16, 2017 – due date for the application.

Fiscal Impact

Amount:

Budgeted: Yes No

If not budgeted: Budget Transfer Contingency Amendment Needed

Local Funding Source(s): Belton EDC

Recommendation

Approve the resolution.

Attachments

Resolution

RESOLUTION NO. 2017-29-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM (DRP); AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City of Belton desires to develop a viable community including decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low-to-moderate incomes; and

WHEREAS, certain conditions exist within the community which represent a threat to the public health, safety, and welfare; and

WHEREAS, it is necessary, and in the best interest of the City of Belton, to apply for funding from the 2017 Texas Capital Fund Downtown Revitalizing Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS:

Section 1: That a Texas Community Development Block Grant application for the Downtown Revitalization Program is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture;

Section 2: That the City's application be placed in competition for funding under the Downtown Revitalization Fund;

Section 3: That the application be for up to \$250,000 of grant funds to make improvements to N. East Street from Central Avenue to E. 1st Street, in the City of Belton, Texas;

Section 4: That the City of Belton, Texas conducted a public hearing on the application on September 26, 2017, following the required publication and notifications;

Section 5: That the City Council directs and designates the City Manager, as the City's Chief Executive Officer and Authorized Representative, to act in all matters pertaining to this application and the City's participation in this Texas Community Development Block Grant Program;

Section 6: That all funds will be used in accordance with all applicable federal, state, local, and programmatic requirements, including but not limited to procurement, environmental review, labor standards, and civil rights requirements;

Section 7: That it further be stated that the Belton Economic Development Corporation are committing \$100,000 as a cash and in-kind contribution toward the administration, engineering, inspection, or construction of this Downtown Revitalization Project.

PASSED AND APPROVED ON THIS THE 12th DAY OF OCTOBER , 2017

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

Staff Report – City Council Agenda Item



Agenda Item #6

Consider a resolution designating an area as blighted as part of an application to the Texas Department of Agriculture for a Texas Community Development Block Grant for the redevelopment of N. East Street.

Originating Department

Administration – Bob van Til, Grants and Special Projects Coordinator

Summary Information

The purpose of this item is to consider a resolution designating an area on N. East Street between E. Central and E. 1st Street as blighted. This is an important component of the application to the Texas Department of Agriculture (TDA) for funding from the Texas Community Development Block Grant - Downtown Revitalization Program (DRP).

The TxCDBG program reflects the Federal National Planning Objectives (NPO). The NPO's focus on three objectives: 1. principally benefit low to moderate income (LMI) persons, 2. eliminate or prevent slums and blight, and 3. address imminent health and safety problems due to disasters, such as fires or floods, for instance.

This application was prepared in the context of the second objective: 'eliminating or preventing slum and blight.'

We prepared a grant application to redevelop a portion of N. East Street between E. Central and E. First Ave. Proposed improvements include: new sidewalks, curb and gutter, pedestrian ramps and barrier rails, light fixtures, and street milling, overlay, and restriping.

The project is estimated to cost approximately \$350,000. The application is for \$250,000 from the TxCDBG program, combined with a local match of \$100,000. The Belton EDC has agreed to provide the local match.

The N. East Street Project began in mid-2016 in response to requests by local property owners to make improvements to N. East Street, focusing to a large extent on the accessibility of the area. Several meetings were held on site with the tenants and property owners (August 30, 2016 and January 19, 2017) to review expectations and proposed Streetscaping. The City Council was formally briefed by staff during their February 14, 2017 meeting.

The City conducted a public hearing on September 26, 2017. The purpose of the public hearing was to allow the public adequate opportunity to comment on the pending application as well as provide comments on overall community needs. State regulations do not allow the City to consider the resolutions during the same meeting as the public hearing.

During the public hearing, one person spoke in favor of the application. No other input was received.

Next Step:

- October 16, 2017 – due date for the application.

Fiscal Impact

Amount:

Budgeted: Yes No

If not budgeted: Budget Transfer Contingency Amendment Needed

Local Funding Source(s): Belton EDC

Recommendation

Approve the resolution.

Attachments

Resolution

RESOLUTION NO. 2017-30-R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS,
DESIGNATING AN AREA IN DOWNTOWN BELTON AS A BLIGHTED AREA**

WHEREAS, the City of Belton desires to develop a viable community including suitable living environments, expanding economic opportunities, and a high quality of life; and

WHEREAS, certain conditions exist within the community which represent a threat to the public health, safety, and welfare to the City's citizens; and

WHEREAS, it is necessary, and in the best interest of the City of Belton, to designate an area in Downtown Belton as indicated in Exhibit "A", as blighted in order to prevent further deterioration and assist with the area's redevelopment; and

WHEREAS: The City of Belton, Texas has determined that unacceptable conditions exist in the designated area such as but not limited to: inadequate sidewalks, lack of accessibility, functional obsolescence of buildings, aging utilities, inadequate street lighting, and poor connectivity to downtown; and

WHEREAS: The City of Belton has taken action to assist with the prevention of further blight and to facilitate the area's redevelopment by designated the area as a Historic District; and

WHEREAS: The City of Belton established a Tax Increment Reinvestment Zone (TIRZ) by Ordinance 2004-64 on December 14, 2004, further assisting with the redevelopment of the area and has used available TIRZ funds as infrastructure investments, widening streets, upgrading utilities, and for facades;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, TEXAS:

Section 1: That the City of Belton, Texas designates an area, as described by Exhibit "A", as a blighted area and is in need of assistance, as may be necessary and required, to eliminate these blighted conditions.

PASSED AND APPROVED ON THIS THE 12th DAY OF OCTOBER, 2017

Marion Grayson, Mayor

ATTEST:

Amy M. Casey, City Clerk

Exhibit "A"



Proposed area of slum and blight

September 26, 2017

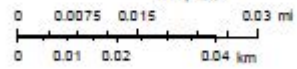
Address_Points

- Address Points
- No #

City Parcels

Override 1

1:1,128



BELTON, TEXAS