

SERVICES PROFESSIONAL SERVICE AGREEMENT- MARY SCHNEIDER

This agreement is entered into between Mary Schneider and Burnet County.

I. MARY SCHNEIDER RESPONSIBILITIES

A. Mary Schneider shall provide personnel requested by Burnet County (Phlebotomy for DWI specimen blood draw).

B. To the extent requested by the laws and regulations governing the operation of facilities, Burnet County retains the professional and administrative responsibility for the services rendered by the personnel provided hereunder. All applicable provisions of law relating to the licensing and regulations of Burnet County and agencies working on its behalf shall be fully complied with by both parties.

C. All personnel supplied by Mary Schneider shall be appropriately licensed through the appropriate state board and will have current certification of CPR, updated TB screening, drug screening, criminal history check and current certification applicable to their specialty. All Mary Schneider personnel shall be screened in accordance with the policies and procedures consistent with applicable standards as published in the recent Joint Commission on Accreditation of hospitals accreditation manual. All documentation supporting the credentialing of the employee and evaluation of past experience will be made available to client prior to scheduling the employee.

* All applicants for Mary Schneider, must pass a criminal background check. [A full criminal background check, including name, date of birth, and driver's license state and number will be provided to the Burnet County Sheriff's Office. The Burnet County Sheriff's Office must approve all employees prior to their assignment to the Burnet County Jail Facility.]

D. Mary Schneider will perform services following the procedures, policies, and standards set by the Burnet County Jail and in accordance with any and all regulatory and accreditation standards applicable to the Joint Commission on Accreditation of Healthcare Organizations and HCFA Conditions of Participation. Mary Schneider will share its Quality Improvement studies with the contracting organization and request participation in the studies of the contracting organization.

E. Mary Schneider shall maintain professional liability for herself and her agency, agents and employees, in the minimum amount of one million dollars for each occurrence. This minimum amount may represent coverage in any combination of primary and excess amounts, and Mary Schneider shall provide Burnet County with a certificate of insurance as evidence that this coverage has been obtained.

F. Mary Schneider hereby indemnifies and holds Burnet County plus any and all law enforcement agencies participating in the Burnet County Blood Draw Program harmless from

and against any and all liability, losses, damages, claims, or causes of action, and expenses connected therewith (including reasonable attorney's fees) for any occurrences, directly and/or indirectly, that are a result of the performance of Mary Schneider employees' duties hereunder.

G. Mary Schneider will perform services and duties required hereunder as an independent contractor and not as an employee, agent, partners of or pertaining to a joint venture with Burnet County. All personnel assigned to the client pursuant to this Agreement shall, for all purposes under this agreement, be considered employees of Mary Schneider. Mary Schneider shall be responsible for withholding federal and state income taxes, paying federal social security taxes, and maintaining unemployment insurance.

H. Mary Schneider must provide each Employee with an orientation at the facility prior to working as requested by Burnet County. The orientation will be at the expense of Mary Schneider for up to four (4) hours. Any additional hours will be billed at the current hourly rate. Required clinical competencies will be completed during the allotted orientation time.

I. Mary Schneider shall provide all OSHA required and approved phlebotomy supplies, which include but are not limited to: Collection set, Sponge Gauze, Sanicloth Germicide Wipes, Betadine Solution Swap Aid, Tourniquet, Band-Aids, Single Use Needle Holder, Mask, Medical Gloves, Sharps Container, Blood Vials, & Tube Seals. All supplies will comply with any legal requirements for the admissibility of blood evidence in a criminal trial in Texas.

J. Aqueous Benzalkonium Chloride (Zephiran) will be used to disinfect the skin before venipuncture. No alcohol or other volatile organic disinfectant will be used to clean the skin before venipuncture. Blood will be collected in a quantity of ten milliliters (6 ml) when possible. Disposable, sterile, dry needles, syringes, holders, and gray stoppers, and vacutainers containing 20 mg of potassium oxalate as an anticoagulant and 100 mg of sodium fluoride as preservative, or equivalent equipment, will be used for collection of blood. Gray topper Vacutainers containing 20 mg of potassium oxalate and 25 mg of sodium fluoride, or equivalent concentrations, may also be used.

K. Mary Schneider will be required to draw typically two (2) blood draws per subject, but the required number of blood draws may vary.

L. In the event that a quantity other than (2) vial is specified, Mary Schneider shall draw sufficient blood to fill the specified number of vials. Additional supply charge may apply.

M. The phlebotomist will take the blood and give the samples to the officer who will be responsible for evidence control. The Phlebotomist will sign any documents requested by the facility or the officer and be willing to be available to provide courtroom testimony if necessary.

II. COMPENSATION I BILLING

A. The agreed upon rates for services rendered are discussed in Attachment A and are incorporated as if fully set forth herein.

B. Mary Schneider shall send invoices that clearly identify the services rendered. Invoices shall indicate which services are being billed for by suspect name, date of birth, date and time of service, and requesting agency that participated in the Burnet County Blood Draw Program. For auditing purposes, both the "Blood Draw Kit Inventory" and the "Blood Draw Log" that corresponds with the invoice shall be provided to Burnet County. Invoices shall be made bi-weekly, and Burnet County agrees to promptly pay within thirty (30) days. In the event that Burnet County becomes delinquent on their payment to Mary Schneider, which is defined as (60) days past due on payment, Burnet County agrees to pay all attorney's and collection fees that may accrue if allowed under Texas law. A twenty (20%) percent finance charge will be added to all accounts ninety days past due if allowed under Texas law.

i. Mary Schneider shall be responsible to seek Burnet County's approval of services noted on pay voucher/time card.

ii. Both parties agree that the pay voucher/time card is a legal document and shall be treated as such.

iii. The bi-weekly billing period shall be from the fifteenth (15th) and thirtieth (30th) day of each month.

iv. Any rate changes will be preceded by a Mary Schneider thirty (30) day notice, in writing, subject to the provisions noted in Section D below.

C. ECONOMIC PRICE ADJUSTMENT

i. Prices shown in this contract shall remain firm for the first 12-month period of the contract. After that, in recognition of the potential for fluctuation of Mary Schneider cost, a price adjustment (increase or decrease) may be requested by either Burnet County or Mary Schneider subject to the following considerations:

ii. Price Increase Request by Mary Schneider:

1. Requests for price increase will be made in writing and submitted to the Burnet County Attorney Office and the Burnet County Auditor Office. The letter will include the following documentation:

2. Proposed price increase must be based solely upon the purpose of accommodating Mary Schneider costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.

3. Requests for price increase must be made in writing and submitted to the County Attorney and the County Auditor prior to April of each year. Prices will only be considered for an increase at that time. Once received, the Burnet County will have 30-calendar days to review and tentatively approve/disapprove subject to final approval by the Burnet County Commissioners Court. Should the County not agree with the requested increase, Contractor Mary Schneider may either maintain the prices currently in effect, negotiate an acceptable increase with Burnet County, or choose to terminate the contract at the next renewal period. Any increases in costs is subject to the yearly appropriations of funds by the Burnet County Commissioners Court during its annual budgeting process.

III. LEGISLATIVE LIMITATIONS

A. In the event Medicare, Medicaid, or any third-party payer, or any other federal, state, or local law, rules, regulations, or interpretations at any time change the method or amount of reimbursement for services under this agreement, then the parties agree to negotiate in good faith to amend this agreement. If this agreement is not amended prior to the effective date of such rule, regulation, law, or interpretation, this agreement shall terminate as of such effective date.

B. In the event compensation payables shall exceed ten thousand (\$10,000.00) dollars per annum, MARY SCHNEIDER Services hereby agrees to make available to the Secretary of Health and Human Services (HHS), the Comptroller General of the Government Accounting Office (GAO), Client and Intermediary and their authorized representative, all contracts, books, documents, and records that are necessary to certify to the nature and the extent of the costs for a period of four (4) years after the furnishing of services rendered. In addition, MARY SCHNEIDER Services hereby agrees if services are to be provided by subcontract with a related organization, to require by contract that such subcontractor make available to the HHS, GAO, Client and Intermediary and their authorized representative, all contracts, books, documents, and records that are necessary to certify to the nature and the extent of the costs for a period of four (4) years after the furnishing of services rendered.

IV. TERM AND TERMINATION

A. This agreement shall remain in effect until September 31, 2018; and shall thereafter automatically renew for a one-year term on each succeeding Oct 1 of each year thereafter unless otherwise terminated as provided herein. Said renewals are subject to the appropriation of funds by the Burnet County Commissioners Court via annual budgeting processes.

B. Either party may terminate this agreement without cause upon sixty (60) days of written notice to the other party.

C. Burnet County may immediately terminate this agreement in the event Mary Schneider:

1. Fails to perform services required hereunder in accordance with appropriate standards of quality;
2. Fails to comply with any of the terms and conditions in this agreement;
3. Fails to comply with the client's written policy and procedures after being given notice of such failure to comply.

V. MISCELLANEOUS

A. Any notice required or permitted by this agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom is to be given as follows:

Mary Schneider

3/28/18

Burnet County
c/o Burnet County Attorney
c/o Burnet County Auditor
220 S. Pierce
Burnet, TX 78611
(512)756-5476

B. This agreement with attachments contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts, and understandings whether written or otherwise between the parties relating to the subject matter hereof. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which

together shall constitute one and the same instrument. In the event any provision(s) of this agreement is found to be legally invalid or unenforceable, all remaining provisions of this agreement will remain in full force and effect.

C. This agreement shall be binding upon and shall insure to the benefit of Mary Schneider and Burnet County. Any rights or obligations shall construe nothing contained in this agreement hereunder, and such assignment is expressly prohibited without the prior written consent of either party.

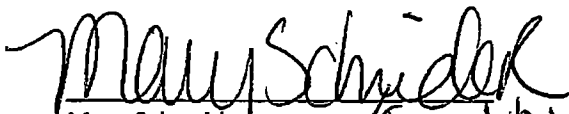
D. Burnet County shall provide a suitable workplace for Healthcare Personnel, which complies with all applicable safety and health standards and legislation including the obligations related to OSHA Bloodborne Pathogens Standard for healthcare workers, providing post exposure evaluation and treatment, and maintaining all records required by OSHA regarding exposure incidents, post exposure evaluation and treatment.

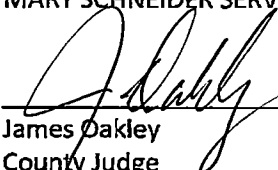
E. Burnet County may immediately cancel an employee's assignment if Burnet County is not satisfied with the Mary Schneider employee's professional quality, clinical skills, or performance. Mary Schneider will use its best efforts to find a replacement.

F. The performance of the employee is evaluated based on the performance expectations described in job description and feedback from Burnet County. Each performance evaluation includes appraisal of professional performance, including clinical and technical skills and information from performance improvement activities, when such data are available.

G. Except as expressly amended by this Addendum, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Client and Mary Schneider have duly executed this agreement on the 28 day of March, 2018.


Mary Schneider
MARY SCHNEIDER SERVICES
(Southwest Paramedical)


James Oakley
County Judge
Burnet County

Attachment A

Blood Draw - Regular hours: On-site at the Burnet County Jail when requested to be on standby at the jail. (Hours/Days to be determined) \$29.00/hour

Off Peak Blood Draw: On-site at the Burnet County Jail (outside of regularly scheduled Hours/Days). Burnet County will supply all needed supplies (blood collection kit - Vacutainer, etc.) \$ 150. 00 per draw

Blood Draw - Standby: On-site at the Burnet County Jail when requested to be on standby at the jail. (Hours/Days to be determined) (Minimum 3 Hour bill rate) \$29.00/hour

Court Appearance: Subpoena, Court Testimony (Minimum 3 Hour bill rate) \$ 29.00/hour

****Only draws for offenses committed within the jurisdiction of Burnet County are eligible for funding under this contract.**

The following agencies are eligible to be participating agencies once they have signed a secondary contract with Mary Schneider (attached as Exhibit B);

1. Bertram Police Department
2. Burnet County Sheriff's Office
3. Burnet County Constable Precinct 1
4. Burnet County Constable Precinct 2
5. Burnet County Constable Precinct 3
6. Burnet County Constable Precinct 4
7. Cottonwood Shores Police Department
8. Granite Shoals Police Department
9. Horseshoe Bay Police Department
10. Lower Colorado River Authority
11. Marble Falls Police Department
12. Texas Department of Public Safety

13. Texas Parks and Wildlife Department

14. Burnet Police Department

Payment of Blood draws are 50% to Burnet County and 50% to a participating agency utilizing this service. However, due to sufficiency of funds, Burnet County has elected to pay 100% of the costs at this time. Should this change at any time during the life of this agreement, Mary Schneider must provide a complimentary copy of each bill be sent to the participating agency for its 50% payment. Court appearances will be billed 100% to Burnet County. Each participating agency is independently liable for their portion of costs incurred. Burnet County accepts no liability for the participating agency portion of the contracted rate.