

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURTMeetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All **Contracts** must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 05/06/21

Requested by: Karin Smith

AGENDA ITEM(S):

Discussion and/or action regarding the agreement for medical services between Burnet County and Dr. Madrigal to be funded through the American Rescue Plan.

Meeting Date Requested: (required) 05/11/2021

Agenda Item Approved by: (required)

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

MEDICAL SERVICES AGREEMENT

The following agreement is made and entered into by and between Burnet County, a governmental entity providing services to the citizens of Burnet County and the medical office of Juliette Madrigal M.D., L.L.C. and hereinafter collectively referred to as ("the Parties").

WHEREAS, the Juliette Madrigal M.D. is the appointed Local Health Authority for Burnet County, Texas with responsibilities identified under Texas Health & Safety Code §121.024. This position is unpaid.

WHEREAS, on March 18, 2020 Burnet County Judge James Oakley signed a BURNET COUNTY PROCLAMATION DECLARING A LOCAL STATE OF DISASTER DUE TO A PUBLIC HEALTH EMERGENCY. The declaration resulted from the local effects of the nationwide COVID-19 virus pandemic.

WHEREAS, Juliette Madrigal M.D., L.L.C. is a medical practice that employs Juliette Madrigal M.D.

WHEREAS, Juliette Madrigal M.D. has provided services to the citizens of Burnet County that are beyond the responsibilities required as the Local Health Authority since March 1, 2020. Said services include the administering of medical care to persons infected by the COVID-19 virus and COVID vaccination administration. In administering these services, Juliette Madrigal M.D., L.L.C. has incurred significant expenses due to the use of its employees, medical supplies, medical equipment, and facility. Said expenses are not related to costs expected to be incurred by a Local Health Authority.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

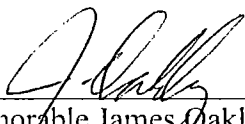
I. Burnet County

- A. Burnet County requires consultation on infection prevention, safe reopening plans and the administering of medical and vaccination services to be provided to its citizens due to the COVID-19 virus. Burnet County anticipates this need to continue until the end of December 2021.
- B. Burnet County agrees to pay a monthly flat rate of \$5,000.00 to Juliette Madrigal M.D., L.L.C. for the medical services, consultation and expenses related to the vaccination and treatment of Burnet County citizens from the effect of COVID-19 which are unrelated to the services provided by Juliette Madrigal M.D. as the Local Health Authority of Burnet County, Texas.
- C. All payments shall be approved by the Burnet County Commissioners Court and payment rendered thereafter. Burnet County shall make payments on a monthly basis. As this

- E. If any provision of the Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of the Agreement.
- F. The waiver by either party of a breach of the Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision.
- G. This is the entire agreement between Burnet County and Juliette Madrigal M.D., L.L.C. No other agreements, statements, or promises relating to the subject matter of this Agreement and which are not contained herein shall be valid or binding. This Agreement may not be amended, except in writing signed by all parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF BURNET COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS AGREEMENT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE BURNET COUNTY COMMISSIONERS COURT.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

BURNET COUNTY, TEXAS



By: Honorable James Oakley
Burnet County Judge

Date: 5/11/21

JULIETTE MADRIGAL M.D., L.L.C.

By: Juliette Madrigal M.D.

Date: _____