

**Agreement for the Williamson County
Health Grant Program
Fiscal Year 2012/2013**

1. Parties and Agreement Term

1.1 Williamson County and Samaritan Health Ministries

Williamson County (the "County") and Samaritan Health Ministries ("SHM") agree to the following terms and conditions concerning the Williamson County Uninsured Healthcare Program (the "Program").

1.2 Participating Clinic

SHM agrees to follow the rules and restrictions set by the County under the authority of this Agreement. SHM understands that funds will not be paid for patient visits which do not meet the requirements of this Agreement.

1.3 Agreement Term

This Agreement will be in effect for the County fiscal year beginning as of October 1, 2012 and ending September 30, 2013.

2. County Responsibility

2.1 Payment for Patient Visits

The County will pay SHM *sixty dollars* (\$60.00) per qualifying patient primary care, dental or mental health visit ("visits") for SHM patients meeting the eligibility criteria set out in this Agreement. Qualifying visits made to SHM are eligible for payment. Payment of these funds will be subject to review by the Williamson County Auditor, and any additional auditing measures at the discretion of the Williamson County Commissioners Court.

It is the intent of the parties hereto that funding under the Program is reserved for only those cases wherein a patient visit would not otherwise be funded by a different funding source. The parties hereto acknowledge and agree that County shall only provide funding from the Program under this Agreement for a patient visit if other funding is not available in relation to such patient visit. In the event that other funding is or was available for a particular patient visit and the County provided funding for the visit, SHM shall reimburse County for any funds that were provided for that particular patient visit.

2.2 Funding Limitations

The County will not be responsible for payments exceeding the total annual amount allocated in the County budget for the Program for the 2012/2013 fiscal year. The total amount allocated for the Program is \$61,405.00.

2.3 Eligibility Requirements

For a patient to be eligible for the *sixty dollars (\$60.00)* payment of the visit to a SHM clinic by the County, a patient must meet all of the following criteria:

- (a) The patient must be a Williamson County resident;
- (b) The patient must have a face to face encounter between an eligible patient and one of the following health care professionals (Psychiatrist, LCSW, LPC, Ph.D. Psychologist, Dentist, Physician, or Nurse Practitioner). A qualifying patient visit is a face-to-face assessment, evaluation, mental health status exam, diagnostic interview, psychiatric medication management visit, therapy session, a primary care, or dental visit.
- (c) Each mental health, primary care or dental patient should have progress notes for visits that document the patient's progress or lack of progress, provided that nothing in this Agreement is intended to require any specific documentation or record-keeping requirements, it being understood by the parties that services provided by SHM pursuant to this Agreement shall be documented and recorded in accordance with SHM's customary practices and procedures, which practices and procedures shall comply with industry standards.
- (d) Missed sessions, phone sessions, consultations without the patient are not billable. Collaborative phone calls and conferences are considered to be part of the covered session, and cannot be billed separately.
- (e) Only one visit, per patient may be billed on any one day.
- (f) Except for funding from the Program, there is no other funding source that will pay for the patient's visit.

3. SHM's Responsibility

3.1 Billing

In accordance with its standard billing practices, SHM will bill the County for services provided pursuant to this Agreement by submitting a report to the County, in care of Williamson County Commissioner Precinct No. 2, Attn: Kathy Pierce, 350 Discovery Blvd., Suite 201, Cedar Park, TX 78613.

The report shall provide the number of Eligible Encounters provided, Patient Account Numbers, Dates of Service, Service Type, Zip Code of Patient and Provider Name; provided, however, Samaritan shall not be required to disclose any patient health information that may be protected by state or federal law.

Payments will be made within thirty (30) days of receipt by the Williamson County Auditor in compliance with Chapter 2251 of the Texas Government Code. The County is not obliged to pay requests which are submitted more than ninety-five (95) days after the date of service.

3.2 Audits

SHM understands that it is subject to and will assist in an audit once per year as directed by the Williamson County Auditor, and/or the County. Unsatisfactory audit findings may require further audit reviews of SHM by the Williamson County Auditor. Unsatisfactory results from an audit or review and/or failure of SHM to satisfactorily participate in an audit or review may be grounds for the exclusion of Program.

3.3 Unsatisfactory Finding on Billing Audit

If inappropriate billing is determined during an audit process, SHM shall repay Williamson County all amounts that were inappropriately billed within 30 days of SHM's notice of such billing error.

3.4 Reports

SHM will submit a report to the Williamson County Auditor after completion of the second quarter of the Program and be prepared to present the report to the Williamson County Commissioner's Court if requested. This report is SHM's self-evaluation of their progress toward meeting their target objectives and will report the number of unduplicated patients served and the number of visits. The report should have statistics on the type of illnesses that are being treated in the county; type of professional that is providing the service; precinct that the patient resides in; gender and age of patients; and any other statistical information that will be helpful in planning for the County.

3.5 Liability

SHM AGREES TO INDEMNIFY AND HOLD HARMLESS WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM MEDICAL SERVICES RENDERED FOR PATIENTS OR FROM THE PERFORMANCE OF THIS AGREEMENT BY SHM, ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES FOR ANY FAILURE OF OBSERVANCE OF ANY PROVISION OF THIS AGREEMENT TO BE PERFORMED BY OR ON BEHALF OF SHM. WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR DAMAGES TO SHM ARISING FROM ANY ACT OF ANY THIRD PARTY. SHM FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF SHM, OR THEIR CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT, INJURY, OR

DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS AGREEMENT.

4. General Responsibilities

4.1 Agreement Subject to State and Federal Law

This Agreement is subject to the laws of the State of Texas and the federal laws of the United States. All parties agree to follow state and federal laws regarding patient care, privacy, and other substantial rights. Williamson County shall be the sole place of venue for any legal action arising from or related to this Agreement in which Williamson County is a party.

4.2 Funding Restriction

Funding of the Program is subject to approval by the Williamson County Commissioners Court.

4.3 Assignment

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party.

4.4 Termination

(a) Termination for Cause: If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

(b) Termination for Convenience: The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to SHM. In the event of such termination, it is understood and agreed that only the amounts due to SHM for qualifying patient primary care,

dental or mental health visits provided as of the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

4.5 No Waiver of Immunity

Nothing in the Agreement shall be construed to waive any immunities from suit or liability enjoyed by Williamson County, its past or present officers, employees, or agents or employees.

4.6 Severability

The Parties agree that in the event any provision of this Contact is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Contact. The remainder of the Agreement shall be in full force and effect.

4.7 Consolidation Clause

This Agreement constitutes the entire agreement between the parties concerning the Program. This Agreement may be amended by agreement of the parties in writing at any time.

Executed to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
Williamson County Judge

Date

SAMARITAN HEALTH MINISTRIES

By: Charles E. Durant Jr.
Title: Board Chair

11/26/2012
Date

Printed Name: Charles E. Durant Jr.