

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
FAMILY ELDERCARE
(FY 2022)
(Probate Court Operations- County Court at Law #4)**

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and FAMILY ELDERCARE, hereinafter referred to as ("FAMILY ELDERCARE").

WITNESSETH

WHEREAS, WILLIAMSON COUNTY has an interest in supporting guardianships for individuals who are unable to care for themselves and have no family or friends to serve as guardian;

WHEREAS, FAMILY ELDERCARE has an interest in supporting the provision of community and county-wide eldercare support services;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with FAMILY ELDERCARE;

NOW, THEREFORE, THE PARTIES agree as follows:

1. Public Purpose and Public Benefit. FAMILY ELDERCARE will operate as an independent contractor in Williamson County, Texas. FAMILY ELDERCARE shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT, *which must be based on referrals from Williamson County*

through the Presiding Judge of the County Court at Law #4. The services include, but are not limited to the following items in order to complete the project:

- **As described in the Proposal from Family Eldercare, set forth in the attached Exhibit "A" and dated September 13, 2019, which is incorporated herein as if copied in full; and**
- **In addition to the services described in Exhibit "A," Family Eldercare also will provide financial management services for individuals whom the Presiding Judge of the County Court at Law #4 determines are in need of assistance but not in need of guardianship services, up to a total of 30 guardianship and financial management clients.**

2. Reports/Payment. FAMILY ELDERCARE shall provide to WILLIAMSON COUNTY quarterly and annual financial reports in a form agreed upon by WILLIAMSON COUNTY, and FAMILY ELDERCARE shall cooperate with annual inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to FAMILY ELDERCARE the full yearly amount of **\$90,000 payable in monthly installments of \$7,500 after October 1, 2021 and *prior* to the end of FY 2022 or September 30, 2022.**

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, FAMILY ELDERCARE agrees to return to WILLIAMSON COUNTY all funds distributed to FAMILY ELDERCARE if (a.) FAMILY ELDERCARE's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) FAMILY ELDERCARE fails in any other respect under this CONTRACT; (d.) FAMILY ELDERCARE changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the FAMILY ELDERCARE no longer serves a public purpose; or (e) FAMILY ELDERCARE conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds shall be prorated based on those portions that were reasonably used for intended purposes.

4. Records. FAMILY ELDERCARE shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. FAMILY ELDERCARE agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such FAMILY ELDERCARE records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and FAMILY ELDERCARE. FAMILY ELDERCARE further agrees that WILLIAMSON COUNTY or its duly authorized representatives shall, until the

expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of FAMILY ELDERCARE which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. FAMILY ELDERCARE expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary FAMILY ELDERCARE facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give FAMILY ELDERCARE reasonable advance notice of intended audits.

5. Independent Contractor/Indemnity. It is understood and agreed that FAMILY ELDERCARE is not and shall not in any sense be considered an employee, partner or joint venturer with WILLIAMSON COUNTY, additionally neither shall FAMILY ELDERCARE be considered or in any manner hold itself out as an agent or official representative of WILLIAMSON COUNTY. FAMILY ELDERCARE shall be considered an independent contractor for purposes of this CONTRACT and shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

FAMILY ELDERCARE FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER THIS CONTRACT OR OCCASIONED BY FAMILY ELDERCARE.

6. Compliance With All Laws. FAMILY ELDERCARE and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

7. Notice. Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

FAMILY ELDERCARE:
FAMILY ELDERCARE
ATTN: Kent Herring
1700 RUTHERFORD LANE
AUSTIN, TEXAS 78754

8. No Assignment. This CONTRACT may not be assigned.

9. **Termination.** Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

- a. the termination of the corporate or business existence of FAMILY ELDERCARE;
- b. the insolvency of FAMILY ELDERCARE, the filing of a petition in bankruptcy either by or against FAMILY ELDERCARE, or an assignment by FAMILY ELDERCARE for the benefit of creditors;
- c. the breach by FAMILY ELDERCARE of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to FAMILY ELDERCARE of such breach.
- d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

10. **Term.** The stated term of this CONTRACT shall be from **October 1, 2021** until **September 30, 2022**, but with on-going contractual obligations relating to audits and record keeping by FAMILY ELDERCARE extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. **Employees.** The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

12. **Venue & Applicable Law.** Venue of this CONTRACT shall be WILLIAMSON COUNTY, Texas, and the laws of the State of Texas shall govern all terms and conditions.

13. **Severability.** In case any one or more of the provisions contained in this CONTRACT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this CONTRACT and this CONTRACT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it

14. **Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this CONTRACT.

15. **Proof of Non-Profit Status.** FAMILY ELDERCARE has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as "Exhibit

B" and is incorporated herein as if copied in full.

EXECUTED to be effective as of the 1st day of October 2021.

FOR WILLIAMSON COUNTY:

**Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas**

Date: _____, 2021

FOR FAMILY ELDERCARE:

 _____ *Kent Herring*
**Authorized Agent
FAMILY ELDERCARE**

Date: June 30, 2021

Exhibit “A”

family ELDERCARE

2019 Board of Directors

Sandra Morris
Chair
Patricia McLaughlin
Secretary
Jen Berbas
Treasurer

Charles Colley
Eric Corum
Dax Debbs
Cass Grange
Deborah Kerr
Caryn McGraw
Bill McHugh
Beth Reese
Kim Wilson

Memorial Board Members

Rudy Belton
Alva Finck

President's Council
Jackie Lelong, 1930-2018
Founder Of Family Eldercare

Jacqueline Angel
Michelle Bonilla

Tom Buckle

Don Carnes

Ellis "Pat" Craig

John Crane

Mark Davis

Clyde Farrell

Cheryl George

Holly Gilman

Deborah Green

Diane "Dede" Hebner

Grova Jones

Frank Leffingwell

Barbara Lipscomb

Donna Loflin

Ann Marett

J.C. "Dusty" McCormick

Susan Shariot

Gail Sulak

Gaye Thompson

Brent Weber

September 13, 2019

The Honorable John B. McMaster
Williamson County Court at Law #4
405 M.L.K. Street, Box 17
Georgetown, TX 78626

Dear Judge McMaster:

Family Eldercare would like to thank you and the citizens of Williamson County for the opportunity to provide services by our Guardianship Program. After 4 plus years we are needing to request an increase in our annual contract. I am sending you a proposal requesting \$90,000 from Williamson County In 2019 - 2020, for Family Eldercare to serve as legal guardian for up to 30 Incapacitated older adults and adults with disabilities.

Funds will be used to provide ongoing care management and/or estate management to Incapacitated Williamson County residents referred by the Court Family Eldercare will provide guardianship services for as long as they are needed.

Family Eldercare has provided Guardianship services since 1986. We have developed a cost-effective model for this service by using trained Care Managers to provide care oversight. Our program is also very successful. During the years (2014-2019) that we have provided services in Williamson County, 100% of our clients were protected from abuse and neglect.

Family Eldercare is seeking a formal contract in order to continue providing and expanding our guardianship services in Williamson County. The benefits to the County in entering into a formal agreement include:

- Guaranteed availability of Guardianship services for up to 30 Williamson County residents through the creation of new guardianships or through appointment as successor guardian.
- Reduced County costs related to civil or criminal incidents and emotional/health crises experienced by person needing guardianship
- Ongoing protection, care management and an improved quality of life for vulnerable older and disabled residents who are at risk of fraud, abuse, failing health and neglect, and,
- Housing and support services, located within Williamson County or outside the County, for individuals who need specialized residential care.

I hope you will forward our request to the Williamson County Commissioners Court for their consideration.

Sincerely,



Kent Herring
Chief Executive Officer

generously supported by
**StDavid's
FOUNDATION**



Exhibit “B”

Internal Revenue Service

Date: February 5, 2004

Family Eldercare, Inc.
2210 Hancock Dr
Austin, TX 78756-2509

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Daphne Naegle 31-04012
Customer Service Specialist
Toll Free Telephone Number:
800 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
74-2286387

Dear Sir or Madam:

This is in response to your request of February 5, 2004, regarding your organization's tax-exempt status.

In January 1984 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

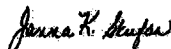
Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999-17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



Janna K. Skulca, Acting Director, TE/GE
Customer Account Services