

**MANAGEMENT SERVICES AND PROFESSIONAL MEDICAL AND
BEHAVIORAL HEALTHCARE SERVICES AGREEMENT
for the Williamson County Jail**

THIS MANAGEMENT SERVICES AND PROFESSIONAL MEDICAL AND BEHAVIORAL HEALTHCARE SERVICES AGREEMENT (this "Agreement") is made and entered into by and between Williamson County ("WILCO"), on behalf of the Williamson County Sheriff, and Family Hospital Management Company, LLC a Texas limited liability company ("FHMC"), and Round Rock Outpatient Services, PLLC, a Texas professional limited liability corporation ("RROP"). WILCO, FHMC, and RROP are referred to herein each individually as a "party," and collectively the "parties."

WITNESSETH:

WHEREAS, WILCO wholly owns and, through the Williamson County Sheriff, operates a the Williamson County Jail ("WILCO Jail") located at 306 W 4th Street, Georgetown, Texas 78626 and houses both pre-adjudication and post-adjudication inmates. The WILCO Jail is responsible for the health and well-being of inmates incarcerated in the WILCO Jail; and

WHEREAS, FHMC provides and manages the medical and behavioral healthcare to outpatient care Facilities and Hospitals; and

WHEREAS, RROP provides physician staffing services and is properly licensed to provide medical services in the State of Texas; and

WHEREAS, WILCO desires to engage FHMC and RROP as the WILCO Jail's Medical and Behavioral Healthcare Provider to manage and provide the day-to-day medical and behavioral healthcare services of inmates.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and conditions set forth herein, the parties hereby agree as follows:

**ARTICLE 1
Purpose and Engagement**

Section 1.1 Primary Purpose. The primary purpose of this Agreement is to secure FHMC to manage and RROP to provide the day-to-day medical and behavioral healthcare services of inmates at the WILCO Jail.

Section 1.2 Engagement. WILCO hereby engages FHMC and RROP to act as the provider of Medical and Behavioral healthcare services for inmates at the WILCO Jail, and FHMC and RROP hereby accept such engagement for and in consideration of the compensation hereinafter provided.

ARTICLE 2
Scope of Services and Duties of FHMC and RROP

Section 2.1 Management Services. Consistent with applicable federal, state and local laws, WILCO hereby engages FHMC on an exclusive basis to provide Medical and Behavioral healthcare management services for inmates at the WILCO Jail. FHMC's duties include, but are not limited to, the description of management services ("Management Services") described in Exhibit "A", attached hereto and incorporated herein by reference. WILCO hereby grants FHMC the authority to carry out such Management Services on behalf of the Medical and Behavioral Healthcare being offered to inmates of the Jail.

Section 2.2 Medical and Behavioral Healthcare Services Management. FHMC covenants and agrees that it will be utilizing FHMC employees, RROP, and subcontractors to provide professional Medical and Behavioral Healthcare services to inmates of the WILCO Jail as set forth in Exhibit A and the solicitation documents. FHMC is the manager of professional healthcare providers. FHMC does not itself have the ability or credentials to engage in the practice of medicine. FHMC will not at any time engage in making decisions related to the treatment of patients, ethics or other decision-making related to the delivery of professional medical services, which shall be the exclusive responsibility of the professional medical staff providing the care. FHMC has no obligation or authority under this Agreement regarding, and shall not undertake, any activity which is required by law to be provided solely by a licensed physician. Physicians, Nurse Practitioners and staff of FHMC and RROP are required to follow FHMC policy and procedure, as such are designed to keep the WILCO Jail in compliance with requisite licensing and state regulations.

Section 2.3 Medical and Behavioral Health Services. RROP shall provide professional Medical and Behavioral Health Services to inmates of the WILCO Jail as set forth in Exhibit A and the solicitation documents. RROP shall comply with all federal, state, and local standards relating to patient care and related activities in connection with providing the medical and behavioral services specified in this Agreement. RROP shall provide a Medical Director to oversee the provision of medical services and duties set forth in Exhibit C and the solicitation documents.

Section 2.4 Advisors, Consultants, and Subcontractors. FHMC and RROP may utilize the services of advisors, vendors, consultants and subcontractors as it deems necessary to carry out the Management and professional healthcare services; provided, however, if an official or employee of WILCO Jail delivers to FHMC a good faith and reasonable written objection against the continued utilization of any particular Consultant, FHMC shall consider such objection in its good faith discretion.

Section 2.5 Payment of Wages and Benefits. The parties agree and acknowledge that FHMC is responsible for the payment of fees, salaries, wages, payroll taxes, and liability insurances directly related to the work of FHMC and RROP Healthcare Providers providing Medical and Behavioral Healthcare at the WILCO Jail. The parties agree that neither WILCO nor any of its officials, employees, or independent contractors have any claim under this Agreement or otherwise against FHMC for any health and welfare benefits, pension plan or retirement benefits, vacation, sick leave, retirement, disability, or any other employee benefits of any type.

Section 2.6 Books and Records. If requested, the books and records of FHMC relating to WILCO Jail and the Management Services performed pursuant to this Agreement will be made available to WILCO and its duly authorized agents and officials for examination and inspection during normal business hours, as soon as readily available. Please note that some requests can take up to 90 days or more to retrieve from outside vendors.

ARTICLE 3

Duties of WILCO Jail

Section 3.1 Cooperation. WILCO Jail will cooperate with FHMC and RROP in taking steps to resolve any administrative issues that arise in connection with the performance of the Management Services and Medical and Behavioral Health services.

Section 3.2 Compliance with Laws. WILCO Jail shall comply and shall use its best efforts to ensure that it is in compliance with applicable federal, state, and local laws, rules, regulations, and restrictions, including without limitation, the federal anti-kickback statute, the federal false claims act, the Stark self-referral statute, or the false claims act of any state.

Section 3.3 Fees. WILCO Jail shall pay FHMC their agreed upon Contract Fee for providing Management Services and Professional Medical and Behavioral Healthcare services as set forth in Article 4.

ARTICLE 4

Contract Fee (Management & Professional Services Fees)

Section 4.1 Contract Fee (Management & Professional Services Fees). WILCO shall pay to FHMC the Contract Fee consisting of \$42,643.25 per month. This amount will be equal to \$511,719 over twelve months. The Contract Fee may be adjusted upwards or downward on each anniversary of the Effective Date, which is reflective of then current market conditions. Thirty (30) days prior to the anniversary of the Effective Date, FHMC shall give WILCO a notice in writing that shall include evidence of any increase or decrease in FHMC's actual costs. In no event shall Contract Fee increase by more than four percent (4%) annually, unless negotiated in good faith and agreed upon by the parties.

Section 4.2 Reimbursement of Expenses. It is mutually agreed that the Contract Fee represents a "not to exceed" amount that WILCO has agreed to pay FHMC. WILCO will not reimburse FHMC for any additional expenses.

Section 4.3 Fairness of Fees. The parties agree that the Contract Fees set forth in this Article 4 are being paid to FHMC in consideration of the performance of the Management and Professional Healthcare Services by FHMC, RROP, and their staff, and that such fees have been negotiated to be fair, commercially reasonable, and consistent with fair market value of the services furnished by FHMC.

Section 4.4 Invoices. On a monthly basis, FHMC shall submit an invoice for Contract Fees to WILCO, and WILCO shall remit payment to FHMC in accordance with the Texas Prompt

Payment Act, Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date WILCO receives the goods under the agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services.

Section 4.6 Late Fees. Interest charges for any overdue payments shall be paid by WILCO in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of WILCO's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Section 4.7 Right to Audit. FHMC agrees that WILCO 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 FHMC which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. FHMC agrees that WILCO shall have access during normal business hours to all necessary FHMC facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. WILCO shall give FHMC reasonable advance notice of intended audits.

ARTICLE 5

Relationship of the Parties

It is intended that FHMC and RROP are to provide management and professional healthcare services as independent contractors. FHMC and RROP are not aware of any existing affiliation with WILCO. No Members of WILCO are also Members, Managers, Officers or Directors of FHMC nor do they participate in the management team providing management or professional services on behalf of FHMC.

WILCO, FHMC, and RROP each acknowledge and agree that:

- (a) No party is the employee or employer of any other party, and no employee or independent contractors of a party are intended to be or to be construed as the employee of the other party;
- (b) Nothing contained in this Agreement creates, constitutes or is to be construed as, a partnership, joint venture, or any other business arrangement or organization between the parties;
- (c) FHMC shall not share in any fees for professional services. All compensation to FHMC is solely in exchange for the use of FHMC's proprietary systems, infrastructure, management and professional healthcare services at a fair market value for such use and services;

- (d) The parties intend to perform their duties under this Agreement in full compliance with all laws governing fraud and abuse, including the Stark law, the Medicare and Medicaid Anti-Fraud and Abuse law, Anti-Kick Back Law and the Texas Occupations Code Illegal Remuneration law;
- (e) FHMC may render similar services for other business entities and persons, and may enter into such other business activities as FHMC, in its sole discretion, may determine, so long as the provision of such services does not prohibit FHMC from performing its duties under this Agreement; and
- (f) All materials, programs, websites, domain names, Google or other business listings, reviews, FHMC logos, trademarks, names, documents, databases, personnel lists, vendor lists, pricing lists, business methods, technology, intellectual property and all such other forms of information and materials designed and developed solely by FHMC in the course of providing the Management Services, belong to and are the exclusive proprietary and intellectual property of FHMC, including all services lines (including Rise Recovery and FHS membership, Personal Injury Program, Zulresso, Joint Injections Program, Mixed Medical Arts Program). However, the business records of WILCO, patient data and any patient related medical information, shall belong to WILCO. Contracts with any vendor with FHMC are considered proprietary and the property of FHMC and will not be shared.
- (g) Mutual Non-Disparagement and Cooperation. The parties agree to use all best efforts in maintaining unity with WILCO, FHMC, and RROP staff, personnel, consultants, vendors, patients, and the local community. The parties agree not to make any statements, written or oral, or cause or encourage others to make any such statements that defame, disparage or in any way criticize personnel and/or the reputation, practices or conduct of FHMC or WILCO Jail. This provision shall survive the termination of this Agreement.
- (h) Non-solicitation. WILCO agrees to not, either on WILCO's own behalf or on behalf of any other person or entity, directly solicit, sell or assist anyone in soliciting FHMC or RROP's customers, employees, contractors, consultants, vendors, or agents of FHMC or RROP, who is or was a customer, employee, contractor, prospective customer/client, vendor or agent of FHMC or RROP within two (2) years prior to the termination of FHMC and RROP's services.
- (i) The provisions in this Article 5 shall remain in full force and effect and shall survive the termination of this Agreement.

ARTICLE 6

Liability, Insurance and Indemnification

Section 6.1 Limitation on Liability. In connection with the rendition of the services to be performed by FHMC under this Agreement, FHMC shall not: (a) incur or assume any liability for any obligations, liabilities or debts of WILCO or (b) be liable to WILCO, or any other third party

who may claim such liability through WILCO, for any acts or omissions in the performance of services, except as provided in Section 6.4.

Section 6.2 Insurance. At all times during the term of this Agreement, the parties will maintain appropriate business, liability insurance, Member, Manager, Director's, Officer's and professional liability insurance. RROP shall additionally always maintain insurance as specified herein. RROP shall submit Certificates of Insurance evidencing the required coverage immediately following contract award and prior to commencement of work. All Certificates of Insurance coverage must be provided to Williamson County Risk Management. Failure to comply with these Insurance Requirements constitutes a material breach of contract. The below requirements control over the requirements stated in the solicitation documents.

A. Coverage Limits. RROP, at RROP's sole cost, shall purchase and maintain during the entire term of the Agreement the following insurance:

- i. Workers' Compensation in accordance with statutory requirements.
- ii. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
 - a. Premises – Operations
 - b. Products/ Completed Operations
 - c. Broad Form Property Damage
 - d. Personal Injury
 - e. Advertising Injury
 - f. Sexual Abuse & Molestation
- iii. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- iv. Cyber Liability (Privacy & Network Liability) in the amount of \$2,000,000 per incident and \$2,000,000 general aggregate.
 - a. All policies must include the date of retroactive coverage
 - i. Privacy Liability
 - ii. Network Security Liability
 - iii. Internet Media Liability
 - iv. Network Extortion
 - v. Data Breach Fund
 - vi. Regulatory Proceedings
- v. Professional Liability Insurance in an amount of \$2,000,000.00 per occurrence and \$2,000,000.00 in the annual aggregate. This insurance must cover Respondent's organization and all of its employees, and Respondent must provide proof of the same level of coverage for sub-contractors used.

B. Claims Made Policy: If RROP's professional liability insurance is provided on a claims-made basis, RROP shall maintain and continuously renew the policy, or secure an extended reporting period (ERP) endorsement, to ensure that coverage for claims arising from professional services rendered during the term of this contract extends beyond the

expiration or termination of this contract.

- C. **Retroactive Date:** The professional liability insurance policy shall specify a retroactive date that precedes or is concurrent with the effective date of this Agreement. RROP shall maintain the retroactive date for the duration of this Agreement and any extended reporting period (ERP) as required in previous section.

Section 6.3 Indemnification by the Jail. To the extent authorized under Texas law, WILCO shall indemnify, hold harmless, and defend FHMC and its respective officers, managers, members, directors, employees, and agents from and against any and all liability, loss, damage, claim, causes of action, and expenses (including reasonable attorneys' fees), to the extent not covered by insurance in the name of WILCO, caused or asserted to have been caused, directly or indirectly, by or as a result of: (a) the performance of professional services; (b) the negligent acts or omissions or the intentional misconduct of WILCO, or (c) any breach of this Agreement. FHMC is entitled to full indemnification for prosecuting or defending its rights pursuant to this agreement, including an advance payment of legal fees and retainers.

Section 6.4 Indemnification by FHMC and RROP:

- (a) **General Indemnification:** FHMC and RROP shall indemnify, hold harmless, and defend WILCO from and against any liability, loss, damage, claim, causes of actions, and expenses (including reasonable attorneys' fees and with Counsel of WILCO's choosing) to the extent not covered by insurance in the name of FHMC or RROP, caused by or as a result of the negligent acts or omissions of FHMC or RROP and/or any of its employees and/or subcontractors under this Agreement during the term of this Agreement (other than when acting at the direction from or in accordance with written instructions from WILCO).
- (b) **Employee Personal Injury Indemnification:** FHMC and RROP shall indemnify, hold harmless, and defend WILCO and shall assume entire responsibility and liability (other than as a result of WILCO's gross negligence) for any claim or action based on or arising out of the personal injury, or death, of any employee of FHMC or RROP, or of any subcontractor, or of any other entity for whose acts they may be liable, which occurred or was alleged to have occurred on the work site or in connection with the performance of the work. FHMC and RROP hereby indemnifies WILCO even to the extent that such personal injury was caused or alleged to have been caused by the sole, comparative or concurrent negligence, or the strict liability of WILCO. This indemnification shall not be limited to damages, compensation, or benefits payable under insurance policies, Workers Compensation Act, Disability Benefits Act, or other employee benefit acts.

Section 6.5 Survival. The indemnification obligations of the parties set forth in Section 6.3 and 6.4 survive indefinitely, regardless of any expiration, termination or rescission of this Agreement.

Section 6.6 Sovereign Immunity. Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of WILCO, the Williamson County Commissioners Court, or the Williamson County Judge.

ARTICLE 7

Term and Termination

Section 7.1 Effective Date. This Agreement shall be effective on the date of the last party's signature.

Section 7.2 Term. Unless terminated earlier pursuant to the terms of this Article 7, this Agreement will remain in full force and effect for a term of four (4) years (the "Initial Term"). At the end of the Initial Term, the parties have the option to renew this Agreement, by mutual agreement, for up to four (4) additional one (1) year terms, with the terms and conditions remaining the same.

Section 7.3 Termination with Cause. This Agreement may be terminated by either party upon a material breach of any provision of this Agreement that is not cured within thirty 30 days after written notice is given to the breaching party, specifying the nature of the alleged breach.

Section 7.4 Termination without Cause. This Agreement may be terminated upon 90 days written notice without Cause.

Section 7.5 Additional Remedies. If the event of default by either party involves the failure to make a payment as provided in this Agreement, the non-defaulting party shall, in addition to the recovery of the unpaid amount, be entitled to reasonable attorney's fees and costs of collection, and shall be further entitled to interest on such unpaid amounts from the date such amounts become due and payable.

Section 7.6 Effect of Termination. If this Agreement expires or terminates for any reason other than default of WILCO or insolvency of WILCO, FHMC and RROP agrees to provide reasonable assistance to facilitate the orderly transfer of the Management Services for a period of time of 30 days following the notice of termination. WILCO agrees to pay FHMC its regular Contract Fee for all services rendered during such transition period. Section 7.6 Return or Destruction of PHI. Upon termination or expiration under any other provision of the Agreement, FHMC and RROP shall not maintain PHI, such is an obligation of WILCO to maintain all Protected Health Information (as defined in Article 8). If the return or destruction of such Protected Health Information is not feasible, FHMC and RROP shall: (a) inform WILCO that the return or destruction is not feasible; (b) limit any further use or disclosure to those purposes that make the return or destruction of the Protected Health Information infeasible; and (c) extend all provisions and obligations of FHMC and RROP under Article 8 of this Agreement for so long as FHMC and RROP maintains the Protected Health Information.

Section 7.7. Return or Destruction of FHMC's Proprietary Information. Any and all of FHMC's equipment and files should be returned to FHMC no later 7 business days prior to the termination date, included but not limited to keys, files, books, passwords, policy manual, forms, marketing materials, and any other materials, digital or otherwise, belonging to FHMC. Those proprietary items that are digitally stored shall be destroyed. WILCO agrees that FHMC may send IT personnel to verify that such proprietary information has been removed from WILCO's network. Failure to return will result in a monetary fine of at least \$100,000.00 per item, as it is incapable of placing

a value on such information and the parties agree that this dollar value is reasonable.

ARTICLE 8

Confidentiality of Protected Health Information

Section 8.1 Protected Health Information Defined. "Protected Health Information" ("PHI") shall mean any information, whether transmitted or maintained in electronic, written, oral or any other form or medium, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) identifies the individual, or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual, as that term is defined under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Section 8.2 Use and Disclosure of PHI. FHMC and RROP shall use and disclose PHI to the minimal amount necessary (i) for purposes of performing under the Agreement; (ii) as permitted or required by this Agreement; or (iii) as Required by Law.

Section 8.3 Protection of PHI. FHMC and RROP will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement, and shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI that it creates, receives, maintains or transmits during performance of the Management Services. If FHMC and RROP receives any PHI, or creates such PHI in the course of its performance under this Agreement, FHMC and RROP will maintain the security and confidentiality of such PHI as required by applicable federal, state and local laws and regulations, including the State of Texas' privacy laws and HIPAA.

Section 8.4 Mitigation. FHMC and RROP shall mitigate, to the extent practicable, any harmful effect that is known to FHMC of a use or disclosure of PHI in violation of this Agreement.

Section 8.5 Improper Use or Disclosure Reporting. In the event that FHMC and/or RROP becomes aware of a use or disclosure of PHI by FHMC or RROP that is not permitted under this Agreement, FHMC and/or RROP shall report such use or disclosure to WILCO within five days (5) of becoming aware of the disclosure.

Section 8.6 Records Availability. FHMC and RROP shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary or any other officer or employee of the Department of Health and Human Services to whom authority has been delegated for purposes of determining the Practice's compliance with the Privacy Standards.

Section 8.7 Accounting of Disclosures.

- (a) If WILCO requests that FHMC and/or RROP furnish an accounting of disclosures of PHI made by FHMC or RROP regarding an individual during the five years prior to the date on which the accounting was requested, then FHMC or RROP shall, within ten (10) days of such request, make available to WILCO such information as is in FHMC or RROP's

possession and is required for the Practice to make the accounting required by 45 C.F.R. Sec. 164.528.

- (b) In the event an individual requests an accounting of disclosures directly from FHMC or RROP, FHMC or RROP shall within five (5) days forward such request to WILCO and shall take no direct action on the request.

ARTICLE 9

Notices

Except as otherwise expressly set forth herein, all notice required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered, sent via overnight delivery or, if mailed, three (3) days after the date deposited in the United States Mail, postage prepaid, registered, or certified, and return receipt requested. Unless changed by written notice given by one party to the other as provided herein.

Notices shall be given to WILCO at the following address:

Williamson County
Attn: County Judge
710 S. Main Street
Ste. 101
Georgetown, Texas 78626

Curtesy Copy:
Williamson County Jail
306 W 4th Street
Georgetown, Texas 78626

Notices shall be given to FHMC at the following address:

Family Hospital Management Company, LLC
1464 E. Whitestone Blvd., Suite 1101
Cedar Park, Texas 78613

Notices shall be given to RROP at the following address:

Round Rock Outpatient Services, PLLC
1464 E. Whitestone Blvd., Ste. 1101
Cedar Park, Texas 78613

Section 9.1 Representations and Warranties of Jail. WILCO hereby represents and warrants that it is a Williamson County, Texas operated entity that is duly organized, validly existing, and in good standing under the laws of the State of Texas, has all necessary power to own all of its properties and assets and to carry on its business as now being conducted, and has the authority to execute, deliver, and perform this Agreement and all agreements executed and delivered by it pursuant to this Agreement.

Section 9.2 Representations and Warranties of FHMC. FHMC hereby represents and warrants that it is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas, has all necessary power to own all of its properties and assets and to carry on its business as now being conducted, and has the authority to execute, deliver, and perform this Agreement and all agreements executed and delivered by it pursuant to this Agreement.

Section 9.3 Representations and Warranties of RROP. RROP hereby represents and warrants that it is a professional limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas, has all necessary power to own all of its properties and assets and to carry on its business as now being conducted, and has the authority to execute, deliver, and perform this Agreement and all agreements executed and delivered by it pursuant to this Agreement.

ARTICLE 10

Miscellaneous

Section 10.1 Assignment. This Agreement may not be assigned by any party without prior written consent of the other parties; provided, however that the rights and obligations of the Agreement may be assigned by WILCO without prior written consent of FHMC and RROC if WILCO is acquired by or sold to another entity.

Section 10.2 Successors and Assigns. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the parties hereto.

Section 10.3 Authority of Parties. Each party signing this Agreement represents and warrants that it has the authority to enter into this Agreement, that the execution and delivery of this Agreement has been duly authorized, and that upon such execution and delivery, this Agreement shall be binding upon and enforceable against the party upon signing.

Section 10.4 Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby, and the provision found invalid or unenforceable shall be revised or interpreted to the extent permitted by law so as to uphold the validity and enforceability of this Agreement and the intent of the parties as expressed herein.

Section 10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue of this Agreement shall be in Williamson County, Texas.

Section 10.6 Entire Agreement; Incorporated Documents; Amendment. This Agreement, along with all agreements referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, either oral or written, between the parties with respect thereto. Documents expressly incorporated into this

Agreement include the following:

- (a) WILCO Solicitation Documents 24RSFQ61 (Jail Inmate Medical Services) and 24RSFQ62 (Jail Psychological Services) (collectively, “solicitation documents”);
- (b) Management of Professional Medical and Behavioral Healthcare Services (Exhibit A);
- (c) Sample Clinic Schedule (Exhibit B);
- (d) Medical Director Services (Exhibit C);
- (e) ARPA Terms and Conditions (Exhibit D); and
- (f) Insurance certificates evidencing coverages required herein.

Any modification to this Agreement must be made in writing and signed by all of the parties.

Section 10.7 Headings. The section headings used in this Agreement are included solely for convenience and shall not affect the interpretation of this Agreement.

Section 10.8 Waiver. No term or condition of this Agreement shall be deemed to have been waived except by written instrument of the party charged with such waiver.

Section 10.9 Construction. The language herein shall be construed, in all cases, according to its plain meaning and not for or against either party. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the rule of construction that states that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 10.10 Force Majeure. Neither party shall be liable to the other for any loss or damage (including, without limitation, direct, indirect, incidental and consequential damages) due to any failure in its performance hereunder; (i) because of compliance with any order, request, or control of any governmental authority or person purporting to act therefore, whether or not said order, request or control ultimately proves to have been invalid; or (ii) when its performance is interrupted, frustrated or prevented, or rendered impossible or impractical because of wars, hostilities, public disorders, acts of enemies, sabotage, strikes, lockouts, labor or employment difficulties, fires, or acts of God, or any cause beyond its control, whether or not similar to any of the foregoing.

Section 10.11 Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any subsequent breach of the same or any other term or condition hereof.

Section 10.12 Texas Public Information Act. To the extent, if any, that any provision in this Agreement conflicts with Texas Government Code 552.001 et seq., as amended (the “Public Information Act”), the same shall be of no force or effect. FHMC and RROP expressly understands

that WILCO will comply with the Texas Public Information Act as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

Section 10.13 Remedies. The remedies provided to the parties by this Agreement are not exclusive or exhaustive, but cumulative and in addition to any other remedies the parties may have, at law or in equity.

Section 10.14 Attorney's Fees. If legal action is commenced by either party to enforce or defend its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted.

Section 10.15 Survival. The indemnities, representations and warranties set forth herein shall survive the expiration, termination, or rescission of this Agreement for a period of two (2) years.

Section 10.16 No Third-Party Beneficiaries. The parties do not intend this Agreement to create any third-party beneficiaries, including without limitation, individuals who are the subject of PHI.

Section 10.17 Further Assurances. The Parties agree that they shall execute such additional instruments and documents necessary to effectuate this Agreement. The parties agree that consents or approvals required or requested by either party shall not be unreasonably withheld or delayed.

Section 10.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Management Services and Professional Medical and Behavioral Healthcare Services Agreement has been executed the date and year first above written.

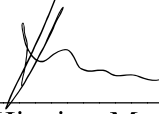
Signature Page Follows

Williamson County:

By: Valerie Covey
Valerie Covey (Sep 30, 2024 14:58 CDT)
County Judge/Presiding Officer

Date: Sep 30, 2024

Family Hospital Management Company, LLC:

By: 
Henry L. Higgins, Managing Member

Date: 09/19/2024

Round Rock Outpatient Services, PLLC:

By: 
Name: Henry Higgins as CEO

Date: 09/19/2024

EXHIBIT A
MANAGEMENT SERVICES
of Professional Medical and Behavioral Healthcare Services and
PROFESSIONAL MEDICAL AND BEHAVIORAL HEALTHCARE SERVICES

- A. General Oversight
 - i. Providing all Medical and Behavioral Health services to be delivered under the Agreement at the WILCO Jail; and
 - ii. Cause or supervise the carrying out of all day-to-day management of the Medical and Behavioral Healthcare Services.
- B. Development of Policy and Procedures for Medical and Behavioral Healthcare services
- C. Maintain compliance with all laws, rules, and regulations that apply to the WILCO Jail license as they pertain to Medical and Behavioral Healthcare services.
- D. Supervision of the WILCO Jail Medical and Behavioral Healthcare Services
 - i. Prepare the Medical and Behavioral Healthcare portions of the Departmental Budget relating to monthly operations.
 - ii. Coordinate the portions of the Approved Budgets for Service Providers and any other service providers for the WILCO Jail and submit to the FHMC Governing Body for approval,
 - iii. Provide assistance with annual Medical and Behavioral Healthcare inspections and prepare WILCO Jail for State inspections
 - iv. Maintain WILCO Jail Healthcare Services and as needed will assist with annual license renewals with the State of Texas
- E. Cash Management, Billing Services and Collection
 - i. FHMC will not be responsible for managing any WILCO Jail billing or cash.
- F. Medical & Behavioral Healthcare Services
 - i. FHMC and RROC will oversee and provide Professional Medical Care at the WILCO Jail clinic
 - ii. FHMC and RROC will provide the WILCO Jail clinic onsite Medical Professionals no less than 5 hours per day, 7 days per week for Medical and Behavioral Health services
 - iii. FHMC and RROC will provide the WILCO Jail clinic an onsite Behavioral Health Specialist Physician a minimum of 4 hours per week dedicated to the WILCO Jail Behavioral Health Services with 2 of these hours dedicated to engaging in court hearings for forced medications on inmates.

- iv. FHMC and RROC will provide the WILCO Jail clinic onsite Behavioral Health Specialist Nurse Practitioners for a minimum of 10 hours per week.
- v. FHMC and RROC will provide the WILCO Jail clinic onsite Medical Doctors a minimum of 10 hours per week to assist with clinic care.
- vi. FHMC and RROC will provide the WILCO Jail clinic onsite Medical Specialized Nurse Practitioners a minimum of 25 hours per week.
- vii. FHMC and RROC will provide the WILCO Jail clinic Medical and Behavioral health specialists by phone 24/7 seven days a week for advice and consult.
- viii. Exhibit B of this contract outlines a sample clinic coverage schedule for clarity

EXHIBIT B

Sample Clinic Schedule

Example of Weekly Medical and Psychiatric coverage for Jail	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
This is the Onsite Coverage anticipated and used for calculating hourly rates for contract							
Medical Physician 10 hours per week onsite & on call via phone 24/7		10:00am-3:00pm			10:00am-3:00pm		
BH Nurse Practitioner 10 hours per week on site clinic			10:00am-3:00pm	10:00am-3:00pm			
Medical Nurse Practitioner 25 hours per week	10:00am-3:00pm		10:00am-3:00pm	10:00am-3:00pm		10:00am-3:00pm	10:00am-3:00pm
Psych MD 4 hours per week & on call 24/7, random Pre Court evaluations	Remote oversight of BH NP and psych emergencies	Remote oversight of BH NP and psych emergencies	Remote oversight of BH NP and psych emergencies	2:00pm-4:00pm Forced Medication Zoom Court Hearings	Remote oversight of BH NP and psych emergencies	Remote oversight of BH NP and psych emergencies	Remote oversight of BH NP and psych emergencies

EXHIBIT C
MEDICAL DIRECTOR SERVICES

- (a) Overseeing design and implementation of patient care and other clinical policies, protocols and procedures;
- (b) nurturing a team approach to the management and operation between all staff, Directors and management;
- (c) exhaust every option to ensure that all patients receive the highest level of care and caring by staff members at the applicable facility;
- (d) assistance with coordination of physician and ancillary professional recruitment and credentialing;
- (e) assistance with coordination of physician service scheduling; exhausting all efforts to have the physician coverage schedule completed in advance;
- (f) advising with respect to medical and related issues including the scope of health care services, medical equipment and professional and support services;
- (g) function as Infection Control Director for the Jail;
- (h) function as Lab Medical Director for the Jail;
- (i) assisting in the establishment, implementation, and completion of quality assurance and compliance protocols;
- (j) regularly attending required meetings;
- (k) participation in physician and ancillary professional training programs, including their design;
- (l) providing such other services as are customarily furnished by a medical director;
- (m) Attend other meetings as required;

EXHIBIT D

ADDITIONAL REQUIREMENTS MAY BE APPLICABLE RELATED TO THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES) AND THE AMERICAN RESCUE PLAN ACT (ARPA) (C.F.D.A. 21.027) WHERE FUNDING MANDATES LEGAL COMPLIANCE:

1. **Use of Funds.**

- a. FHMC/RROP understands and agrees that the funds disbursed under this agreement may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. FHMC/RROP will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Intentionally Left Blank**

3. **Reporting.** FHMC/RROP agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. **Maintenance of and Access to Records**

- a. FHMC/RROP shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of FHMC/RROP in order to conduct audits or other investigations.
- c. Records shall be maintained by FHMC/RROP for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this agreement.

6. **Administrative Costs.** FHMC/RROP may use funds provided under this award to cover both direct and indirect costs.

7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by the Recipient.

8. **Conflicts of Interest.** FHMC/RROP understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. FHMC/RROP and subrecipients must disclose in writing to Treasury or the pass-through entity, as

appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. FHMC/RRDP agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. FHMC/RRDP also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and FHMC/RRDP shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. FHMC/RRDP Integrity and Performance Matters, pursuant to which the agreement term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of

- iii. race, color, religion, national origin, sex, familial status, or disability.
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of FHMC/RROP's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. **Hatch Act.** FHMC/RROP agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** FHMC/RROP understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to FHMC/RROP (1) in excess of the amount to which FHMC/RROP is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by FHMC/RROP shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the FHMC/RROP knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to FHMC/RROP or third persons for the actions of FHMC/RROP or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by FHMC/RROP does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, FHMC/RROP may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress.
 - ii. An Inspector General.
 - iii. The Government Accountability Office.
 - iv. A Treasury employee responsible for contract or grant oversight or management.
 - v. An authorized official of the Department of Justice or other law enforcement agency.
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. FHMC/RROP shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), FHMC/RROP should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), FHMC/RROP should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and FHMC/RROP should establish workplace safety policies to decrease accidents caused by distracted drivers.
19. **Clean Air Act and The Federal Water Pollution Control Act Compliance.** FHMC/RROP agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and FHMC/RROP agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, FHMC/RROP agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
20. **Suspension and Debarment.** (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the FHMC/RROP is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The FHMC/RROP must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the FHMC/RROP did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The FHMC/RROP, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The FHMC/RROP, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
21. **Recovered Materials.** (1) In the performance of this Agreement, the FHMC/RROP shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.
(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

22. **Access to Records**. The following access to records requirements applies to this Agreement:

(1) The FHMC/RROP agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The FHMC/RROP agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The FHMC/RROP agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the FHMC/RROP acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. **Use of DHS Seals and Related Items**. The FHMC/RROP shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

24. **Compliance with Federal Law and FEMA Rules**. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The FHMC/RROP will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

25. **Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended)**.

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient who in turn will

forward the certification(s) to the awarding agency.

26. **No Federal Government Obligations.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, FHMC/RROP, or any other party pertaining to any matter resulting from this Agreement.
27. **False Claims Act Compliance and Program Fraud Prevention.** The FHMC/RROP acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the FHMC/RROP's actions pertaining to this Agreement.

Agenda Item #37 CC 9.24.24 Approval of Contract for Jail Inmate Medical and Psychological Services with Family Hospital Mangement Company (Barbi)

Final Audit Report

2024-09-30

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