

**Contract for the Williamson County
Mental Health Grant Program
Fiscal Year 2010/2011**

1. Parties and Contract Term

1.1 Williamson County and Lone Star Circle of Care

Williamson County (the "County") and Lone Star Circle of Care ("Lone Star") agree to the following terms and conditions concerning the Williamson County Mental Health Grant Program (the "Program").

1.2 Participating Clinic

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

1.3 Contract Term

This Contract will be in effect for the County fiscal year beginning October 1, 2010 and ending September 30, 2011.

2. County Responsibility

2.1 Payment for Patient Visits

The County will pay Lone Star One Hundred and Sixty-Nine Dollars (\$169.00) per qualifying patient mental health encounters ("Eligible Encounter(s))" for Clinic patients meeting the eligibility criteria set out in this Contract. 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. Payments will be made within thirty (30) days of receipt by the Williamson County Auditor in compliance with the Prompt Payment Act. The County is not obliged to pay requests which are submitted more than ninety-five (95) days after the date of service.

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, Lone Star 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 2010/2011 fiscal year. The total amount allocated for the Program is ~~\$165,000~~.

2.3 Eligibility Requirements

To be considered an Eligible Encounter for purposes of this Agreement, the patient receiving the mental health visit at the Clinic must meet all of the following criteria:

- (1) The patient must be a Williamson County resident;
- (2) The patient must have a face to face encounter between an eligible patient and one of the following mental health professionals (Psychiatrist, LCSW, LPC, or Ph.D. Psychologist). A qualifying patient visit is a face-to-face assessment, evaluation, mental health status exam, diagnostic interview, psychiatric medication management visit, or therapy session.
- (3) Each mental health patient should have progress notes for therapy sessions/mental health 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 Lone Star pursuant to this agreement shall be documented and recorded in accordance with Lone Star's customary practices and procedures, which practices and procedures shall comply with industry standards.
- (4) 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.
- (5) Only one mental health visit, per patient per day may be considered an Eligible Encounter.
- (6) Except for funding from the Program, there is no other funding source that will pay for the patient's visit.

3. Lone Star's Responsibility

3.1 Billing

In accordance with its standard billing practices, Lone Star will bill the County for services provided pursuant to this Agreement by submitting HCFA claim forms, as services are rendered, to the Williamson County Auditor for review and/or payment.

3.2 Audits

Lone Star understands that the County maintains the right to review and audit any of the books and records of Lone Star relating to Lone Star's performance and receipt of payments under this Agreement. The County will conduct such review or audit upon reasonable notice to Lone Star, at its own expense, and during regular business hours.

Unsatisfactory audit findings may require further audit reviews of Lone Star by the Williamson County Auditor. Unsatisfactory results from an audit or review and/or failure of Lone Star 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, Lone Star shall repay Williamson County all amounts that were inappropriately billed within 30 days of Lone Star's notice of such billing error.

3.4 Reports

Lone Star 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 Lone Star'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 mental health illnesses that are being treated in the county; type of mental health 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 mental health planning for the County.

3.5 Liability

THE CLINIC 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 CONTRACT BY LONESTAR, ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES FOR ANY FAILURE OF OBSERVANCE OF ANY PROVISION OF THIS CONTRACT TO BE PERFORMED BY OR ON BEHALF OF LONESTAR. WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR DAMAGES TO LONE STAR ARISING FROM ANY ACT OF ANY THIRD PARTY. LONE STAR FURTHER AGREES TO INDIMNIFY 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, OMMISSION OR NEGLIGENCE OF LONESTAR, 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 CONTRACT.

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 Contract 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 Consolidation Clause

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

4.4 Termination for Cause

Either party may terminate this Agreement if the other party fails to cure a material breach, which substantially impairs the value of this Contract as a whole to the non-breaching party within ten (10) days of the receipt of written notice being given by the non-breaching party. Notice shall be sufficient if written and hand-delivered or sent by registered mail, return receipt requested.

4.5 No Waiver of Immunity

Nothing in the Contract 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 Contract shall be in full force and effect.

4.7 Assignment

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

SIGNED AND AGREED TO BY:



Dan A. Gattis
Williamson County Judge

12-16-10

Date

Pete Perialas
Lone Star Circle of Care/CEO

Date