

**Agreement for the Williamson County
Mental Health Grant Program
Fiscal Year 2011/2012**

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 Agreement. Lone Star understands that funds will not be paid for patient visits which do not meet the requirements of the Agreement.

1.3 Contract Term

This Agreement shall be in effect for the County fiscal year beginning October 1, 2011 and ending September 30, 2012.

2. County Responsibility

2.1 Payment for Patient Visits

The County shall pay Lone Star One Hundred Eighteen Thousand Four Hundred Dollars (\$118,400) for providing a minimum of 700 qualifying patient mental health encounters ("Eligible Encounter(s)") for Lone Star patients meeting the eligibility criteria set out in this Agreement. Lone Star is not responsible for additional Eligible Encounters after the minimum number of 700 Eligible Encounters has been provided. Payment of the \$118,400 is subject to review by the Williamson County Auditor, and any additional auditing measures at the discretion of the Williamson County Commissioners Court.

Payment of the \$118,400 shall be made within thirty (30) days of receipt by the Williamson County Auditor of an electronic report from Lone Star showing that Lone Star has provided 700 Eligible Encounters. Lone Star shall provide the County with the report on or before January 1, 2012. The report shall show the number of Eligible Encounters provided, Patient Account Numbers, Dates of Service and the zip codes where the patients reside; provided, however, Lone Star shall not be required to disclose any patient health information that may be protected by state or federal law.

If on January 1, 2012, the number of Eligible Encounters does not equal the minimum requirement of 700, then Lone Star shall provide an additional report, which contains the above-described information, at either the time the number of Eligible Encounters equals

the minimum of 700 or the end of the Agreement term, whichever is sooner. If Lone Star has not provided the minimum Eligible Encounters as of the end of the Agreement term, then the County shall pay to Lone Star, within 30 days of the end of the Agreement term, only the sum equal to the number of Eligible Encounters provided by Lone Star multiplied by One Hundred Sixty-Nine Dollars (\$169).

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 2011/2012 fiscal year. The total amount allocated for the Program is \$118,400.

2.3 Eligibility Requirements

To be considered an Eligible Encounter for purposes of this Agreement, the patient receiving the mental health visit at Lone Star 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 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.

3.2 Liability

LONE STAR AGREES TO INDEMNIFY AND HOLD HARMLESS WILLIAMSON COUNTY, ITS 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 LONE STAR, 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 LONE STAR. WILLIAMSON COUNTY, ITS 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 DURING THE TERM OF THIS AGREEMENT TO INDEMNIFY AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF LONE STAR, OR ITS CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES, AND RESULTING IN ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON.

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 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.

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 Agreement 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 this 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 Agreement 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 Agreement. The remainder of the Agreement 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 Agreement without the prior written consent of the other party.


SIGNED AND AGREED TO BY:



Dan A. Gattis
Williamson County Judge

1-12-12

Date



Pete Perialas
Lone Star Circle of Care/CEO

1-12-12

Date