

**FIRST AMENDED AND RESTATED WILLIAMSON COUNTY
SOCIAL SERVICE
FUNDING AGREEMENT
WITH
LONE STAR CIRCLE OF CARE**

This First Amended and Restated Social Service Funding Agreement ("the Amended Agreement"), is made by and between **Williamson County, Texas** (the "County") located at 710 Main Street, Georgetown, Texas 78626, and the **Lone Star Circle of Care** (the "Agency"), a non-profit corporation, located at 205 E. University Ave, Georgetown, TX 78626.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to assist in the payment of health care services for families affected by COVID-19; and

WHEREAS, the Agency would like to request funding from the County made available under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act");

WHEREAS, the County also has available public service funds from the Tobacco Settlement Pool of Williamson County;

WHEREAS, the County seeks to implement the first phase of funding under CARES Act by December 31, 2021 and also a second phase of funding derived from the Tobacco Settlement Pool ("Tobacco Funds") after December 30, 2020 in order to maximize benefits for local residents; and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the CARES Act funds as well as Tobacco Funds.

NOW, THEREFORE, WITNESSETH:

1. **Recitals.** The recitals to this Amended Agreement are hereby incorporated for all purposes.
2. **Effective Date.** The effective date of this Amended Agreement ("Effective Date") is December 22, 2020. Agency understands that this Amended Agreement is dependent upon the approval of the County.
3. **Term.** The initial term of this Amended Agreement is from the Effective Date to December 31, 2021 in order to provide CARES Act funding. Unless terminated by either party pursuant to paragraph 4.6, the Amended Agreement will automatically renew for purposes of administering Tobacco Funds for up to three additional one-year terms as follows: 1) on December 22, 2020 until December 31, 2021; 2) on December 31, 2021 until December 31, 2022; and 3) on December 31, 2022 until December 31, 2023. After 2023, the contract must be revisited by County's governing body.

I.

GENERAL OVERVIEW

- 1.1 **Purpose.** The County has in good faith determined that this Amended Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19 or in the delivery of public health and safety operations for area residents.
- 1.2 **Use of Funds.** The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").
- 1.3 **Distribution of Funds.** The County will pay the total sum of Four-Hundred-Twenty-Four Thousand, One-Hundred-Forty-Five Dollars and no/100 cents (\$424,145.00) (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Amended Agreement. The Agency estimates that \$424,145.00 of COVID-related expenditures as outlined in Exhibit "A" will be incurred by June 30, 2021. The Agency agrees to accept the not to exceed amount of \$424,145.00 that will be disbursed from CARES Act Funds. Requests for reimbursements from the County must meet program requirements that include: 1. Patient is a legal resident and resides in Williamson County; 2. Patient being uninsured, with no other payment source available for required healthcare; 3. Individual is a patient of the Agency; and 4. Patient is at or below 250% of Federal Poverty Level. Requests for reimbursement must comply with this agreement and will be submitted to the Williamson County Auditor's Office.

Additionally, the County will reimburse the Agency for Cancer Treatment of patients identified through screening as having breast cancer over three (3) program years for a total not to exceed amount of Five-Hundred-Twelve Thousand, Five-Hundred-Fourteen Dollars and no/100 cents (\$512,514.00) to be paid from the County's Tobacco Settlement Pool Funds (Tobacco Funds). Reimbursement for breast cancer treatment will comply with the program requirements outlined above, provided, however, that the individuals may be patients of the Agency or individuals who are not patients of the Agency but who have been screened for program services eligibility by the Agency. Individuals accepted into this program will receive treatment that follows the National Comprehensive Cancer Care Network Guidelines (NCCN) from medical facilities and providers that are in the Central Texas area.

II.

AGENCY PERFORMANCE REQUIREMENTS

- 2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the CARES Act funds consistent with the terms and conditions of this Amended Agreement and the Act.
- 2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.
- 2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Amended Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein. Despite this agreed upon payment, Agency agrees to return to the County the amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.
- 2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Amended Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Amended Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

- 3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over \$424,145.00 from CARES Act and \$512,514.00 from the Tobacco Fund.

IV.

GENERAL CONDITIONS

- 4.1. Amendments or Modifications. No amendments or modifications to this Amended Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.
- 4.2. Relationship of Parties. In performing this Amended Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- 4.3. Captions. The captions in this Amended Agreement are for convenience only and are not a part of this Amended Agreement. The captions do not in any way limit or amplify the terms and provisions of this Amended Agreement.
- 4.4. Venue and Law. Venue for any legal action related to this Amended Agreement is in Williamson County, Texas. This Amended Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Amended Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.
- 4.5. Sole Agreement. This Amended Agreement constitutes the sole Amended Agreement between County and Agency. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Amended Agreement, are of no force and effect.
- 4.6. Termination: This Amended Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

- 4.7. Survival of terms of Amended Agreement and obligations of parties. The terms of this Amended Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Amended Agreement.
- 4.8. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.
- 4.9. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Amended Agreement if required by said statute.
- 4.10 Notices. Notices required by this Amended Agreement are as follows:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Agency:

Lone Star Circle of Care
205 E. University Ave, Suite 300
Georgetown, TX 78626
Attention: Chief Executive Officer

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS

William W. Gravell
William Gravell, Jr.

ATTEST:

Nancy E. Rister
Nancy Rister, County Clerk

Date: April 20, 2021

LONE STAR CIRCLE OF CARE

By: [Signature]
Its: CEO

Date: April 5, 2021

EXHIBIT A

CARES ACT FUNDING POOL

Item Description	Vendor	Cost Per Visit	Requested # of Wilco Visits	Total Cost
Mobile Mammography 3-D imaging system for Big Pink Bus (3DP-Sys-3000 model)	Hologic			\$ 266,300
Engage specialist to repurpose existing mammography coach to accommodate the new Hologic 3-D system and acquire other necessary equipment- requesting support for the following equipment: communications system for 3D system integration/EMR and UPS Power 1600XP 18k VA for Hologic 3-D System.	Mobile Specialty Vehicles			\$ 22,845
Primary Care Visits: Family Medicine - Uninsured Visits provided during pandemic	Lone Star Circle of Care	\$ 160	500	\$ 80,000
Behavioral/Mental Health Visits - uninsured visits provided during the pandemic	Lone Star Circle of Care	\$ 110	500	\$ 55,000
TOTAL CARES Fund from Wilco				\$ 424,145

TOBACCO SETTLEMENT POOL

Item Description	Vendor	Avg Treatment Cost	Total 2021- 2023 Patient Count	Not to Exceed Total Cost
Cancer Treatment Package Costs - Early ans Late Stage Diagnoses	Various Central Texas Care Providers	\$ 51,769	9	\$ 465,922
Administrative/Operating Costs (10% of Direct)	LSCC			\$ 46,592
TOTAL Tobacco Settlement Pool Budget				\$ 512,514

Notes:

- (1) - LSCC will pay external vendors/providers for equipment and services
- (2) - Patient eligibility: Legal Williamson County residents at or below 250% of the Federal Poverty Level.