

**WILLIAMSON COUNTY
SOCIAL SERVICE FUNDING AGREEMENT
WITH
HILL COUNTRY MEDICAL MINISTRIES, INC.
D/B/A SAMARITAN HEALTH MINISTRIES**

This Social Service Funding Agreement (“the Agreement”), is made by and between **Williamson County, Texas** (the “County”) located at 710 Main Street, Georgetown, Texas 78626, and the **Hill Country Medical Ministries, Inc. d/b/a Samaritan Health Ministries** (the “Agency”), with mailing address at 904 Crystal Falls Parkway, Leander, TX 78641.

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 Personal Protection Equipment to ensure safety of staff and clients or families served by the Agency and 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”); and

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

NOW, THEREFORE, WITNESSETH:

1. **Recitals.** The recitals to this Agreement are hereby incorporated for all purposes.
2. **Effective Date.** The effective date of this Agreement (“Effective Date”) is the latest date that either party executes this Agreement, or the date this Agreement has been finally approved by

the County. Agency understands that this Agreement is dependent upon the approval of the County.

3. Term. The term of this Agreement is from the Effective Date to December 31, 2021.

I.

GENERAL OVERVIEW

- 1.1 Purpose. The County has in good faith determined that this 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 community assistance, all incurred due to the impact of COVID-19.
- 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 Six Hundred Ninety-Seven Thousand and 00/100 cents (\$697,000.00) (CARES Act Funds) to the Agency, conditioned upon Agency complying with the terms and conditions of this Agreement. The Agency estimates that \$697,000.00 of COVID-related expenditures as outlined in Exhibit "A" will be incurred by December 31, 2021.

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 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 Agreement. The Agency shall submit to the County Auditors 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.

- 2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this 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 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 \$697,000.00.

IV.

GENERAL CONDITIONS

- 4.1. Amendments or Modifications. No amendments or modifications to this 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 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 Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.
- 4.4. Venue and Law. Venue for any legal action related to this Agreement is in Williamson County, Texas. This 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 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 Agreement constitutes the sole Agreement between County and Agency. Any prior Agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.
- 4.6. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.
- 4.7. 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.
- 4.8. 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 Agreement *if required* by said statute.
- 4.9 Notices. Notices required by this 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:

Hill Country Medical Ministries, Inc. d/b/a Samaritan Health Ministries
Attn: Executive Director
904 Crystal Falls Parkway
Leander, TX 78641

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

William W. Gravell, Jr.
William Gravell, Jr.

ATTEST:

Nancy E. Rister
Nancy Rister, County Clerk

Date:

September 14, 2021

HILL COUNTRY MEDICAL MINISTRIES, INC.
D/B/A SAMARITAN HEALTH MINISTRIES

By: Seleka Munoz
Its: SW O' Executive Director

Date:

8/27/2021

SAMARITAN HEALTH MINISTRIES

Funding to Support Clinic for Underand Uninsured Patients

Exhibit A

Samaritan Health Ministries

904 Crystal Falls Parkway

Leander TX 78641

512-331-5828

Executive Director: Selena Munoz

Support due to COVID	2020 - Aug to Dec. (5 months)	2021 (Jan - July)	2021 (Aug-Dec) Projected	TOTAL
Rent - To support social distancing due to COVID \$8647.05/month (Partial rent)	\$43,235	\$60,529	\$43,235	\$147,000
Tele-Health Equipment/Support (see Telehealth tab for breakdown)	\$22,400	\$ 27,600		\$50,000
Medical Visits - In person and telehealth for Williamson Co. pts March 2020 - July 2021 (\$100/patient - NTE 2500 visits/year)	\$250,000	\$250,000		\$500,000
				\$697,000

2559 Pt Visits

2618 Pt Visits

March - Dec 2020

Jan - July 2021