

Agreement for the Williamson County Health Grant Program

1. Parties and Agreement Term

1.1 Williamson County and Sacred Heart Community Clinic

Williamson County (the "County") and Sacred Heart Community Clinic, a 501(c)(3) nonprofit organization ("Sacred Heart") agree to the following terms and conditions concerning the Williamson County Uninsured Healthcare Program (the "Program").

1.2 Participating Clinic

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

1.3 Agreement Term

This Agreement will commence as of March 1, 2023 and continue thereafter until September 30, 2024.

2. County Responsibility

2.1 Payment for Patient Visits

The County will pay Sacred Heart *Two Hundred Seventy Dollars* (\$270.00) per qualifying patient primary care, well woman, dental or mental health visit ("visits") for Sacred Heart patients meeting the eligibility criteria set out in this Agreement. Qualifying visits made to Sacred Heart are eligible for payment. 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.

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, Sacred Heart 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 during the term of this Agreement. The total amount allocated for the Program during the term of this Agreement is \$200,000.

2.3 Eligibility Requirements

For a patient to be eligible for the *Two Hundred Seventy Dollars* (\$270.00) payment of the visit to a Sacred Heart clinic by the County, a patient must meet all of the following criteria:

- (a) Each patient must be a Williamson County resident who is also either a U.S. Resident or Lawful Permanent Resident (Lawful Permanent Residents, also known as “green card” holders, are non-citizens who are lawfully authorized to live permanently within the United States).
- (b) The patient must have a face-to-face or eligible tele-medicine encounter between an eligible patient and one of the following healthcare professionals: Psychiatrist, LCSW, LPC, Ph.D. Psychologist, Dentist, Hygienist, Physician, Dietitian, or Nurse Practitioner. A qualifying patient visit is a face-to-face or tele-medicine assessment, evaluation, mental health status exam, diagnostic interview, psychiatric medication management visit, therapy session, a primary care, or dental visit.
- (c) Each mental health, primary care or dental patient should have progress notes for 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 recordkeeping requirements, it being understood by the parties that services provided by Sacred Heart pursuant to this Agreement shall be documented and recorded in accordance with Sacred Heart's customary practices and procedures, which practices and procedures shall comply with industry standards.
- (d) 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.
- (e) A patient may have multiple qualifying patient visits with a different healthcare professional for separate face-to-face or tele-medicine assessments, evaluations, mental health status exams, diagnostic interviews, psychiatric medication management visits, therapy sessions, a primary care visit, and/or dental visits during the same day. Each different and separate qualifying patient visit during the same day may be billed separately.
- (f) Except for funding from the Program, there is no other funding source that will pay for the patient's visit.

3. Sacred Heart's Responsibility

3.1 Invoicing

In accordance with its standard invoicing practices, Sacred Heart will invoice the County for services provided pursuant to this Agreement by submitting a report to the County, in care of Williamson County Auditor, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626. The report shall provide the number of Eligible Encounters provided, Patient Account Numbers, Dates of Service, Service Type, Zip Code of Patient and Provider Name; provided, however, Sacred Heart shall not be required to disclose any patient health information that may be protected by state or federal law. Payments will be made within thirty (30) days of receipt by the Williamson County Auditor in compliance with Chapter 2251 of the Texas Government Code. The County is not obliged to pay requests which are submitted more than one year after the date of service.

3.2 Audits

Sacred Heart understands that it is subject to and will assist in an audit once per year as directed by the Williamson County Auditor, and/or the County. Unsatisfactory audit findings may require further audit reviews of Sacred Heart by the Williamson County Auditor. Unsatisfactory results from an audit or review and/or failure of Sacred Heart to satisfactorily participate in an audit or review may be grounds for the exclusion of Program.

3.3 Unsatisfactory Finding on Invoicing Audit

If inappropriate invoicing is determined during an audit process, Sacred Heart shall repay Williamson County all amounts that were inappropriately billed within 30 days of Sacred Heart's notice of such billing error.

3.4 Reports

Sacred Heart 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 Sacred Heart'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 illnesses that are being treated in the county; type of professional that is providing the service; zip code that the patient resides in; gender and age of patients; and any other statistical information that will be helpful in planning for the County.

3.5 Liability

Sacred Heart 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 AGREEMENT BY Sacred Heart, 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 Sacred Heart. WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR DAMAGES TO Sacred Heart ARISING FROM ANY ACT OF ANY THIRD PARTY. Sacred Heart FURTHER AGREES TO INDEMNIFY 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, OMISSION OR NEGLIGENCE OF Sacred Heart, 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 AGREEMENT.

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 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.

4.4 Termination

- (a) Termination for Cause: If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the nonbreaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the nonbreaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-reaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.
- (b) Termination for Convenience: The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Sacred Heart. In the event of such termination, it is understood and agreed that only the amounts due to Sacred Heart for qualifying patient primary care, dental or mental health visits provided as of the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

4.5 No Waiver of Immunity

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

4.7 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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth below.

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr. August 29, 2023
Bill Gravell (Aug 29, 2023 15:57 CDT) **Date**

Printed Name: Bill Gravell, Jr.

Title: **As Presiding Officer of
the Williamson County Commissioners Court**

SACRED HEART COMMUNITY CLINIC

By: [Signature] 8-24-23
Date

Title: Exec. Director

Printed Name: Liz Burton-Garcia