

PROFESSIONAL SERVICES AGREEMENT

This Agreement, effective as of the January 1, 2014 (the "Effective Date"), is by and between Tom Green County, a legal and political subdivision of the State of Texas ("County"), Tom Green County Sheriff Office ("TGCSO"), and Shannon Clinic ("Clinic"), a Texas nonprofit corporation.

RECITALS:

WHEREAS, County is a legal and political subdivision of the State of Texas;

WHEREAS, TGCSO operates detention facilities in Tom Green County;

WHEREAS, Clinic is qualified to provide healthcare services to individuals detained in the detention facilities (the "Detainees");

WHEREAS, the County and TGCSO desire to obtain the services of Clinic to provide healthcare services related to Detainees ("Services") upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, for and in consideration of the premises, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the parties as follows:

I. Covenants of Clinic.

1.1 Services. Clinic shall provide those services as set forth in Exhibit A of this Agreement (the "Services") in accordance with the terms and conditions of this Agreement.

II. Covenants of TGCSO and County.

2.1 Compensation. For all services rendered to TGCSO by Clinic under this Agreement, County shall compensate Clinic in such amounts and at such times as set forth on Exhibit "B" attached hereto.

2.2 Obligations of TGCSO. In connection with Agreement, TGCSO shall provide necessary information and suitable space, equipment and supplies for Clinic to efficiently carry out assigned tasks and provide any reasonably necessary and/or requested orientation for Clinic to TGCSO's staff and policies.

III. Status of Clinic.

County and Clinic and their respective owners, officers, elected officials, directors, and employees are not, and shall not be, deemed to be by virtue of this Agreement, joint ventures, partners, employees or agents of each other (except as expressly provided in this Agreement). Except as may be expressly provided herein, neither party shall have any authority to bind the other without the other's express written consent; and then only to the extent of the authority conferred by such express written consent. Each party is an independent contractor, and each party shall remain professionally and economically independent of the other. Each party shall be solely responsible for and shall comply with all state and federal laws applicable to that party pertaining to employment taxes, income tax withholding, unemployment compensation contributions, and other employment related matters.

IV. Records.

The ownership and right of control of all reports, records, and supporting documents prepared in connection with the provision of the Services shall vest in TGCSO. Clinic shall not retain any copies of the foregoing without TGCSO's prior written consent.

V. Privacy of Protected Health Information.

In the performance of its duties under the Agreement, Clinic will receive or have access to Protected Health Information ("PHI") as defined in the Privacy Standards of the Health Insurance Portability and Accountability Act ("HIPAA"). Clinic agrees to abide by all state and federal laws governing privacy of PHI as well as all related policies of TGCSO which have been actually provided to Clinic and as more fully set forth in Exhibit C and as hereafter may be amended. This provision shall survive the termination of this Agreement.

VI. Term and Termination.

6.1 Term of Agreement. This Agreement shall commence as of the Effective Date, subject to 6.2 below, and continue for an initial period of one (1) year from the Effective Date (the "Initial Term") and shall automatically renew for periods of one (1) year, unless otherwise terminated as provided hereunder (the Initial Term and any Renewal Terms shall be collectively referred to as the "Term").

6.2 Termination.

- (a) Termination Without Cause. This Agreement may be sooner terminated, without cause, upon thirty (30) day's written notice from either party to the other.
- (b) Effects of Termination. Upon termination of this Agreement, as hereinabove provided, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the Term.

VII. Miscellaneous.

7.1 Availability of Records. In the event Clinic is determined to be a subcontractor under the applicable provisions of the Social Security Act, Clinic will, until the expiration of four (4) years after the furnishing of services under this Agreement, make available upon the request of federal officials or their representatives, this Agreement and Clinic's books, documents and records as may be necessary to certify the nature and extent of the cost incurred hereunder by the Clinic.

7.2 Fraud and Abuse Law. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local and federal law including the Medicare/Medicaid Anti-Fraud and Abuse Amendments. Notwithstanding any unanticipated effect of any of the provisions herein, no Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid Anti-Fraud and Abuse Law provisions.

7.3 Notices. Any notice, demand, or communication required or desired to be given hereunder, shall be deemed effectively given when personally delivered, delivery via overnight delivery service, or mailed by prepaid certified mail return receipt requested, addressed as follows:

TOM GREEN COUNTY
122 W. Harris Avenue
San Angelo, Texas 76903

TOM GREEN COUNTY
SHERRIF OFFICE
222 W. Harris Avenue
San Angelo, Texas 76903

SHANNON CLINIC
120 W. Beauregard
San Angelo, Texas 76903

or to such other address as either party may designate by written notice.

7.4 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the internal substantive law of the State of Texas.

7.5 Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

7.6 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

7.7 Enforcement. In the event that either party resorts to legal action to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney's fees.

7.8 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

7.9 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary.

7.10 Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance of this Agreement or other interruption of service or employment deemed to result, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party.

7.11 Parties Bound; Survival. This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the County, TGCSO, Clinic, and their respective successors and permitted assigns.

7.12 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

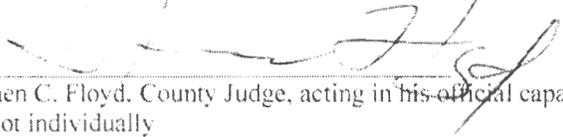
7.13 Parties Intended to be Benefited. The rights, privileges, benefits and obligations arising under or created by this Agreement are intended to apply to and shall only apply to the Clinic, TGCSO, and County and to no other persons or entities unless specifically agreed to by the party(ies) who are affected.

7.14 Entire Agreement. This Agreement supersedes all previous contracts and constitutes the entire agreement between the parties regarding the subject matter hereof, i.e., the Services to TGCSO. The Clinic shall be entitled to no benefits other than those specified herein regarding the Services hereunder. No oral statements or prior written material regarding the Services not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendment(s) to be effective on the date stipulated in such amendments.

7.15 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above first written.

TOM GREEN COUNTY:

By: 
Stephen C. Floyd, County Judge, acting in his official capacity
and not individually

TOM GREEN COUNTY SHERIFF OFFICE:

By: 
David Jones, Tom Green County Sheriff

SHANNON CLINIC:

By: 
Gary Gibian, Executive Director

EXHIBIT A
SERVICES OF CLINIC

In connection with this Agreement, Medical Clinic shall provide the following services:

1. Nurse Practitioner shall staff a medical clinic at the detention facility for a 2-hour period twice weekly.
2. Nurse Practitioner will offer such medical treatment to Detainees as necessary and proper within nurse practitioner's scope of practice.
3. Nurse Practitioner shall confer with and make referrals to physician if necessary.
4. Nurse Practitioner shall write prescriptions if needed.
5. Nurse Practitioner will be reasonably available for consultation between weekly scheduled clinics by telephone.

EXHIBIT B
COMPENSATION

In consideration for the services provided in connection with this Agreement, the County shall pay Clinic a monthly payment of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00). Clinic shall submit documentation of services provided as requested by TGCSO.

EXHIBIT C
PROTECTED HEALTH INFORMATION

1. Obligations and Activities of Clinic.

This Exhibit C applies in the event that Clinic is receiving from or creating or receiving on behalf of TGCSO Protected Health Information ("PHI"), as defined in the Privacy Standards of the Health Insurance Portability and Accountability Act ("HIPAA") and the American Recovery and Reinvestment Act of 2009 ("ARRA").

2. General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Clinic may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, TGCSO as specified in this Professional Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by TGCSO.

(a) Clinic agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

(b) Clinic agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) Clinic agrees to report to TGCSO any use or disclosure of the Protected Health Information not provided for by this Agreement within ten (10) days of becoming aware of such use or disclosure.

(d) Clinic agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Clinic on behalf of TGCSO, agrees to the same restrictions and conditions that apply through this Agreement to Clinic with respect to such information.

(e) Clinic agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Clinic on behalf of TGCSO available to TGCSO, or at the request of the TGCSO to the Secretary, in a time and manner designated by the TGCSO or the Secretary, for purposes of the Secretary determining TGCSO's compliance with the Privacy Rule.

(f) Clinic agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for TGCSO to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(g) Clinic agrees to provide to TGCSO or an Individual, in time and manner designated by TGCSO, within ten (10) days of a written request, information collected in accordance with paragraph (f) of this Exhibit C, to permit TGCSO to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. Termination of the Agreement

(a) Except as provided in paragraph (b) of this section 3, upon termination of this Agreement, for any reason, Clinic shall return or destroy all Protected Health Information received from TGCSO, or created or received by Clinic on behalf of TGCSO. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Clinic. Clinic shall retain no copies of the Protected Health Information.

(b) In the event that Clinic determines that returning or destroying the Protected Health Information is infeasible, Clinic shall provide to TGCSO notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Clinic shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Clinic maintains such Protected Health Information.

(c) Without limiting the rights of TGCSO elsewhere set forth in this Agreement, or available under applicable law, TGCSO may immediately terminate this Agreement if TGCSO determines that Clinic has breached a material term of this Exhibit C.