

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: CJO

TODAY'S DATE: 9/2/22

DEPARTMENT: CJO

SIGNATURE OF DEPARTMENT HEAD: _____

REQUESTED AGENDA DATE: 9/12/2022

SPECIFIC AGENDA WORDING:

Consideration of Beneficiary Agreement Between Johnson County and Texas Health Huguley, Inc for the Distribution of ARPA Funds

COMMISSIONERS COURT

SEP 12 2022

Approved

PERSON(S) TO PRESENT ITEM:

Judge Harmon

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 1 minute

(Anticipated number of minutes needed to discuss item)

ACTION ITEM: ✓

WORKSHOP:

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: ✓

AUDITOR: ✓

PERSONNEL:

BUDGET COORDINATOR: ✓

IT DEPARTMENT:

PURCHASING DEPARTMENT: ✓

PUBLIC WORKS:

OTHER:

This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL:

DATE:

**BENEFICIARY AGREEMENT BETWEEN JOHNSON COUNTY AND TEXAS
HEALTH HUGULEY, INC FOR THE DISTRIBUTION OF ARPA FUNDS**

THIS AGREEMENT made, entered into and executed by and between Johnson County, Texas, a political subdivision of the State of Texas, referred to as "County" and the Texas Health Huguley, Inc., a nonprofit organization in Johnson County, Texas referred to as "Hospital".

WITNESSETH:

WHEREAS, on March 11, 2021, the American Rescue Plan Act (H.R. 1319), § 4001, ("ARPA") was signed into law providing federal funding relief for American workers, families, industries, and state and local governments;

WHEREAS, on May 10, 2021, the United State Department of Treasury, the "US Treasury" released an interim final guide on allowed uses of funds and allocated \$350 billion for state, local, territorial, and Tribal governments from the American Rescue Plan Act Fund;

WHEREAS, Johnson County was allocated \$34,150,391 in ARPA funds, and received half of this amount in 2021 and the other half in 2022;

WHEREAS, the Hospital and its employees have been and continue to be on the front line of the Covid-19 pandemic. The Hospital has experienced an increase in the need for health care services to be provided to those who are uninsured and/or have other complicating factors that prevent them from seeking medical care through the normal channels as specifically described in the memorandum provided herein as Exhibit "A";

WHEREAS, the Hospital was awarded ARPA funds by the County specifically for the purchase of a new mobile health unit. The Hospital plans to order and purchase a new mobile health unit to be used predominantly in Johnson County;

WHEREAS, The Hospital is a 501(c)(3) nonprofit organization, and is able to provide documentation as provided by the United States Internal Revenue Services; and

WHEREAS, the County has determined the Hospital is an appropriate beneficiary to receive a grant of ARPA funds.

NOW, THEREFORE, County and the Hospital, in consideration of these mutual covenants and agreements, agree as follows:

1. The purpose of this Agreement is to enable County to provide a portion of its ARPA funding to the Hospital as a beneficiary to enable the Hospital. This Agreement is not intended to provide ARPA funding for any purposes that are not allowable under Texas law.
2. The Hospital agrees that all funds received from County pursuant to this Agreement shall be used for the purposes stated in paragraph 1.

3. The County agrees to provide the Hospital with \$750,000.00 dollars. It is the intent of the parties that these funds will be used within one year from the effective date of this Agreement. If any portion of the funds have not been used within one year from the effective date, the Hospital will return the unused funds to County unless the Hospital requests and receives an extension of time. One Hundred (100%) of the funds will be provided to the Hospital within two weeks after approval of this Agreement by the parties.

4. The amount provided pursuant to this Agreement does not obligate County to provide additional funds to the Hospital for these or any other purposes in the future.

5. In order to ensure compliance with the existing ARPA and SLFRF (Coronavirus State and Local Fiscal Recovery Funds program) guidelines set forth by the US Treasury, while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US Treasury during the term of this Agreement, the Hospital shall provide any additional documentation to support such expenditures requested by the Johnson County Auditor upon request.

6. The Hospital shall provide to the County monthly progress reports documenting the project progress. The Hospital shall provide to the County Auditor any invoices for work performed, goods and services, copies of cleared checks for payment of invoices, photographs, plans, designs, or any other documentation as deemed necessary by the County Auditor to show the projects progress. The Hospital shall provide the requested documentation on or before the last business day of each successive month after the effective date of this Agreement. The County may request additional information from the Hospital, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US Treasury.

7. The Hospital shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA. The parties agree that the County reserves the right to hire or consult with a 3rd Party for compliance with all state, federal, and local laws regarding the usage of ARPA funds. The Hospital agrees to cooperate with any request for information, documentation, or other necessary actions to ensure ARPA compliance from either Johnson County, its contractors, or employees.

8. The Hospital shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Hospital was reimbursed for unallowable costs under this Agreement, the Hospital agrees to promptly reimburse the County for such payments upon request

9. The Hospital agrees to comply with any reporting obligations established by US Treasury as they relate to this grant.

10. If the Hospital uses any portion of the funds provided under this Agreement for any purposes not directly related to the intended purpose of this Agreement or uses the funds for a purpose not allowed by Texas law, County shall have the right to require a return of all or any portion of the funds so provided. If the Hospital fails to provide any report required by this Agreement or fails to provide any other documents requested by a Johnson County official pursuant to this Agreement, County shall have the right to require a return of all or any portion of the funds so provided.

11. At no times while operating under this Agreement will any officers, employees, or volunteers of either entity be considered employees or agents of the other entity.

12. It is expressly understood and agreed that no provision of this Agreement is in any way intended to constitute a waiver by either party of any immunity from suit or liability that the parties or any of their officers and employees may have by operation of law.

13. This Agreement shall be construed to effectuate the purpose stated in Section I. If any provision of this Agreement is declared unconstitutional, or the applicability to any persons or circumstances is held invalid, the constitutionality of the remainder of the Agreement and applicability to the other persons and circumstances shall not be affected.

14. The parties to this Agreement do not intend to create a third-party beneficiary or for any third party to obtain a right by virtue of this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

15. The parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations in any manner affecting this Agreement.

16. It is mutually understood that nothing in this Agreement is intended or shall be construed in any way creating or establishing the relationship of partners between the parties hereto, or as constituting either party as an agent or representative of the other party for any purpose or in any manner whatsoever.

17. INDEMNIFICATION: THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AMENDED AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

THE Hospital SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH Hospital EXERCISES CONTROL, PERFORMED UNDER THIS AMENDED AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR

OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBHOSPITAL OR SUPPLIER; COMMITTED BY HOSPITAL OR ANOTHER ENTITY OVER WHICH HOSPITAL EXERCISES CONTROL.

THE HOSPITAL SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY HOSPITAL OR ANOTHER ENTITY OVER WHICH THE HOSPITAL EXERCISES CONTROL.

THE HOSPITAL SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF HOSPITAL OR ANOTHER ENTITY OVER WHICH HOSPITAL EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AMENDED AGREEMENT. COUNTY WILL GIVE THE HOSPITAL PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH HOSPITAL IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

THE HOSPITAL SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND ALL THIRD PARTY CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION ATTORNEY'S FEES) FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO OR DESTRUCTION OF ANY THIRD PARTY PROPERTY RESULTING DIRECTLY FROM ANY AND ALL ACTS OR OMISSIONS OF HOSPITAL AND ANY SUBHOSPITAL OR ANYONE EMPLOYED BY OR AFFILIATED WITH ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, PROVIDED THAT, FOR PURPOSES OF THIS PARAGRAPH, THE TERM "THIRD PARTY" SHALL INCLUDE CONTRACTOR'S OFFICERS, AGENTS, SUBCONTRACTORS, AND EMPLOYEES.

THE HOSPITAL SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM ALL DAMAGES, EXPENSES, SUITS, ACTIONS AND CLAIMS OF EVERY KIND AND CHARACTER WHATSOEVER WHICH THE COUNTY MAY SUFFER DIRECTLY DUE TO ANY BANKRUPTCY, STATE OR FEDERAL TAX LEVIES OR LIENS, OR OTHER SIMILAR LEGAL PROCEEDINGS AFFECTING THE CONTRACTOR, IN WHICH THE COUNTY MAY BECOME IN ANY WAY INVOLVED, WHETHER RELATED TO THE AMENDED AGREEMENT AND/OR CONTRACTOR'S PERFORMANCE OR NON PERFORMANCE UNDER THIS AMENDED AGREEMENT.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY THE HOSPITAL OR ANOTHER


ENTITY OVER WHICH THE Hospital EXERCISES CONTROL, Hospital SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

18. The exclusive venue for any action under or related to this Beneficiary Agreement is in state district courts in Johnson County, Texas or the Federal District Courts in Dallas, Texas.

19. This instrument constitutes the entire agreement between the parties and supersedes any and all agreements previously entered into by these same parties pertaining to the activities covered by this Agreement

EFFECTIVE DATE: The 12 day of Sept, 2022.

Johnson County

By: 
Roger Harmon
Johnson County Judge

ATTEST:

By: 
Becky Ivey
Johnson County Clerk



THE Hospital

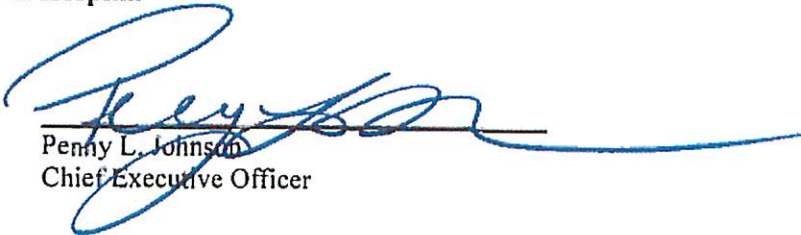
By: 
Penny L. Johnson
Chief Executive Officer

EXHIBIT A

Project Name

Texas Health Huguley Mobile Health Clinic

Primary Point of Contact

Russ Weaver russ.weaver@adventhealth.com 817-551-2701

Project Description

Texas Health Huguley is a faith-based hospital whose mission is to Extend the Healing Ministry of Christ. An important initiative helping us deliver on that Mission is operating a Mobile Health Clinic ("Clinic"). This mobile medical service was established over 30 years ago for the purpose of providing basic primary care to those in our community who have difficulty accessing it due to lack of transportation or inadequate financial resources. Overseen by a physician, the Clinic is staffed by a Family Practice Nurse Practitioner, a registered nurse, and other allied health professionals. The Clinic provides a variety of services including adult physicals, minor acute illness treatment, lab work, EKG's, female exams, prostate screening, skin cancer screening, flu shots and childhood immunizations. While there is a minimal fee structure, very few are able to provide payment, and no one is ever turned away for their inability to pay. Additionally, the Clinic serves as a resource for local employers and community events to perform health screenings.

We are on our third bus since the program began. It has served us well for ten years but is wearing out and needs to be replaced. We are requesting funding assistance to purchase a new bus, custom designed as a primary care clinic. Having a new bus will allow us to serve the under-served in our communities much more efficiently. It will also positively impact the amount of operating funds we currently spend on repairs, which are not inexpensive.

Project Location

Alvarado, Burleson, Cleburne, Godley, Joshua, Keene

Project Budget

\$750,000

Project Timeframe

14 months from award of funding.