

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: May 3, 2024

Meeting Date: May 13, 2024

Submitted By: Kristen Lesley

Department: JCSO - Jail

Signature of Elected Official/Department Head:

Adam King

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| Court Decision: <small>This section to be completed by County Judge's Office</small> |
|  |
| May 13, 2024 |

Description:

Consider and approve Order # 24-52 Granting an Exemption Under Section 262.024, Local Government Code, From The Bidding Requirements of Section 262.023, Local Government Code Upon The Commissioners Court Finding That The Medical and Drug Treatment Services Provided By Symetria Health of Texas, LLC Are Professional Services.

Consider and approve Agreement for Professional Medical Services for Johnson County, Texas with Symetria Health of Texas, LLC Are Professional Services to provide medical treatment and drug treatment and related services to Johnson County Corrections Center Inmates.

(May attach additional sheets if necessary)

Person to Present: Sheriff Adam King or Chief David Blankenship

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

**AGREEMENT
BETWEEN
JOHNSON COUNTY TEXAS
AND
SYMETRIA HEALTH OF TEXAS, LLC**

The Johnson County, Texas a political subdivision of the State of Texas (“Payer”) located at 2 North Main Street, Cleburne, TX 76033 and Symetria Health of Texas, LLC (“Provider”) administrative offices located at 1240 E. Diehl Rd., Suite 550, Naperville, IL 60563 enter into this Agreement for Services to establish coordination of outpatient treatment services for Johnson County Law Enforcement Center patients. Both parties agree to the following:

A. Provider will furnish the following services:

- Biopsychosocial Assessment
- Treatment and discharge planning
- Individual therapy sessions
- Some case management
- Introduction to mutual support groups (i.e. 12-step groups, SMART Recovery, etc.)
- Medication Assisted Treatment (MAT) for opioid and alcohol use disorders.
- Access to psychiatric assessment, medication management, and ongoing services
- Intensive Outpatient Program (IOP), aftercare, and individual and available family counseling
- Written progress reports as requested.
- Transportation provided by the Payer and patients where clear need can be identified.

B. Payer will provide the following services:

With signed written authorization by the patient,

- Transportation from the Payer location to the Provider service location
- Provide pertinent information related to the participant’s involvement with the Payer relevant to treatment decisions.
- Participate in case management when requested and as possible.
- Confirm Payer payment obligations set forth in *Paragraph C* below.

C. Payer agrees to reimburse Provider for per **EXHIBIT A – PRICING**.

- D. Provider will submit invoices monthly to Payer for services rendered. Invoices submitted will include patient names, services provided, dates of services and invoice amounts. Invoices will be due upon receipt.
- E. Provider is a "Part 2 Program" as defined by the Confidentiality of Substance Use Disorder Patient Records regulations at Title 42 of the Code of Federal Regulations (C.F.R.) Part 2 (42 C.F.R. Part 2) and complies with the provisions of 42 C.F.R. Part 2. Information that would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder is protected under federal law/42 C.F.R. Part 2. In receiving any protected information, Payor agrees that they are fully bound by the provisions of 42 C.F.R. Part 2. Payor shall not disclose or redisclose information identifying an individual as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2.
- F. In order to improve case coordination, Provider will attempt to obtain the consent of a participant to disclose his or her information to the Payer.
- G. Acceptance of referrals shall be based on current admission policies and procedures of Provider. Continued stay shall be based on Provider's criteria.
- H. Provider reserves the right to immediately terminate a client for violation of program rules but shall advise Payer at the time of termination and beforehand if possible. Otherwise, at the completion of a patient's treatment, Provider will work with client on the discharge plan.
- I. Provider shall, at its own expense, procure and maintain professional and comprehensive general liability insurance with limits of not less than \$1 million per occurrence or \$3 million in aggregate.
- J. Provider shall defend and indemnify Payer and all officials directors, officers, employees, representatives, agents, successors and assigns (collectively, "Indemnitees") from and against any and all claims, demands, suits fines, penalties or causes of action (collectively claims) brought by third parties including claims for liabilities, damages, awards, losses, costs and expenses (including reasonable attorney(s) fees) that result from any and all service provided by Provider to Payer patients, except to such extent that such liabilities, damages, awards, losses, costs and expenses arise due to the negligent or intentional acts or omissions of any of the Provider indemnitees.
- K. Either party may terminate this Agreement for Services by providing 30 days prior written notice to the other party.

- L. The parties acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated, or referenced herein, including prior agreements or oral discussions, shall be binding upon either party.
- M. Provider certifies that pursuant to Section 231.006 of the Texas Family Code (regarding unpaid child support) that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. Provider hereby certifies that it is not ineligible to receive State or Federal funds due to child support arrearages.
- N. Provider verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term “boycott Israel” is as defined by Texas Government Code Section 808.001, effective September 1, 2017. Provider verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term “foreign terrorist organization” means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
- O. Provider verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- P. Provider verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:
- **(1)** does not boycott energy companies; and
 - **(2)** will not boycott energy companies during the term of the contract.
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 - In this provision:
 - **(1)** “Boycott energy company” has the meaning assigned by Section 809.001.
 - **(2)** “Company” has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
 - **(3)** “Governmental entity” has the meaning assigned by Section 2251.001.
- Q. Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the

Commissioners Court of Johnson County and signed by the Johnson County Judge or the COUNTY employee or official to whom authority has been explicitly delegated by the Commissioners Court.

- R. No officer, member, or employee of Johnson County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project or purchase is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project or purchase shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- S. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

This Memorandum of Agreement shall be effective on the date signed by the Johnson County Judge and shall continue unless otherwise terminated by either party by giving a thirty (30) day advance written notice.

EXHIBIT A - Pricing

| Service | Description | Rate |
|----------------|---------------------------------------|---------------------------------|
| H0015 | Intensive Outpatient | \$350.00 - per diem |
| G2067 | Methadone, Weekly Bundle | \$390.00 - per week |
| G2068 | Buprenorphine, Weekly Bundle | \$436.00 - per week |
| G0273 | Naltrexone (injection) Monthly Bundle | \$2,470.00 - per month |
| G2074 | Services not including medications | \$311.00 - per week |
| G2076 | Intake Activities | \$303.00 - per service |
| G2077 | Periodic Assessment | \$186.00 - per service |
| G2078 | Take-Home Supply, Methadone | \$61.00 - up to a 7-day supply |
| G2079 | Take-Home Supply, Buprenorphine | \$108.00 - up to a 7-day supply |
| G2080 | Each Additional 30 mins Counseling | \$52.00 - per service |
| G2215 | Take-Home Supply, Nasal Naloxone | \$83.00 - per 2-pack/4mg ea. |

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date beside their respective signatures.

Johnson County

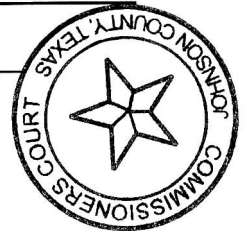
By: 

Title: Larry Woolley, Comm. Pct. 4, Judge Pro Tem
Johnson County Judge

Date: May 13, 2024

Attest: 

April Long, County Clerk, or Deputy



Symetria Health of Texas, LLC

By: 

Title: CEO

Date: 05/02/2024