

Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") is entered into as of October 1, 2021, by and between the County of Polk, Texas, acting by and through its duly authorized Commissioners Court ("Customer") and Ann Luna Winston, FNP. ("Contractor"), located at 219 Eastwood St. Livingston, TX 77351.

WHEREAS, Customer intends to hereby contract with Contractor to provide afterhours backup medical services to individuals housed at the Polk County Jail or otherwise in the custody of Polk County Jail.

WHEREAS, Ann Luna FNP and/or her qualified Independent Contractors or servants hereby agree to provide the following services:

- Fifty-two (52) weeks of afterhours emergency phone triage coverage by Ann Luna Winston, FNP to Polk County Jail Monday – Friday 5:00 p.m. – 8:00 a.m. and Saturday 8:00a.m. till 8:00 a.m. Monday.
- Fifty-two (52) weeks of afterhours emergency TeleMed services by Ann Luna Winston, FNP available to Polk County Jail.
- Make a healthcare service provider available for after hour emergencies to Polk County Jail Staff.
- Back up telemed medical services will be designated by Ann Luna Winston, FNP in her absence. Ann Luna Winston, FNP is to notify Jail Medical and the Sheriff's office of this designation in her absence.

WHEREAS, Ann Luna Winston, FNP and/or her qualified Independent Contractors or servants consider the following services as specifically excluded from this agreement:

- Ongoing Prenatal service.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Definitions Definitions applicable to the Agreement are as follows:

- Telemed services consist of: Online video teleconference access between offsite health care professionals which are licensed medical doctors, physician's assistants and/or nurse

practitioners, with employees, contractors or other persons associated with the Polk County Inmate MD Clinic.

- Backup services are: Provider designated by Ann Luna Winston, FNP will provide Telemed Medical Services in her absence.
- Emergency is defined as: Any acute illness or injury that poses an immediate risk to an inmate's life or long term health.
- Ongoing Prenatal Services is defined as: Regular checkups (usually performed by an OB/Gyn provider) to monitor, treat, and prevent potential health problems throughout the course of the pregnancy. Some examples are, not by way of limitation, ultrasounds, monitoring fetus, monitoring mother for preeclampsia/eclampsia, and monitoring the generalized well-being of both mother and fetus.

Application This agreement applies to inmates of the county jail of Polk County, Texas.

Documentation The Contractor shall maintain such documentation as may be required by law or as reasonably necessary to substantiate the services provided, which documentation will be available to the Customer during normal business hours at Contractor's office in Livingston, Texas. Such records shall be maintained by Contractor for twenty-four (24) months after the expiration of the Agreement.

All documentation will be in Polk County's possession thru the Jail medical software. Ann Luna Winston, FNP will provide all patient encounter notes to Polk County following each inmate encounter by in putting it in the Jail medical software program.

Emergencies In the opinion of Contractor or Customer, when it is necessary to call emergency services or 911 to respond to an emergency as that term is defined herein, Customer's authorized representative or Contractor's authorized representative may make such call.

Standard of Care Contractor shall comply with all licensing requirements, regulations and laws applicable to Contractor's performance of the services hereunder, and shall provide generally accepted standards of care for all medical services provided. Jail Physician shall follow Polk County Jail medical protocol (See Attached "Exhibit A") on a regular basis.

Non-Appropriations If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically as of the beginning of the fiscal year, this Contract will be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

Indemnification Contractor shall fully indemnify, hold harmless and defend (collectively "indemnify" and "indemnification") CUSTOMER and its directors, officers, employees, agents, stockholders and Affiliates (collectively, "indemnified Parties") from the against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgements, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to (1) any breach of any representation or warranty

of Company contained in this Agreement, and/or (2) any breach or violation of any covenant or other obligation or duty of Company under this Agreement or under applicable law, in each case whether or not caused by the negligence of CUSTOMER or any other Indemnified Party and whether or not the relevant Claim has merit.

Arbitration This Contract is performed in Polk County, Texas, and a proper venue for any controversy between the parties shall be in Polk County, Texas. The provisions for binding arbitration must be in accordance with Texas arbitration law.

The parties agree to submit to binding arbitration any dispute or controversy regarding the validity, interpretation, or enforceability of this agreement, as well as all issues involving its enforcement in connection with a dissolution proceeding between the parties. Each party expressly waives any right to trial by a court of trial by a jury. If a dissolution proceeding or declaratory judgment proceeding is filed in Texas, the arbitrator appointed under this agreement will simultaneously be designated as special master under the Texas Rules of Civil Procedure, and the parties agree to jointly apply to the court for any orders that are necessary to vest the arbitrator with all powers and authority of a special master under the rules.

The parties agree to appoint one arbitrator, whose decisions will be binding in all respects. Any arbitrator appointed by the parties must be an attorney who (i) has undergone arbitration training conducted by the American Bar Association of the American Academy of Matrimonial Lawyers, and (ii) is in good standing with the State Bar of Texas. The first party requesting arbitration must designate the name of an arbitrator in the request. The other party must then designate the name of an arbitrator. If the parties cannot agree on an arbitrator within fourteen days after either party's written request for arbitration, the two designees must select a qualified arbitrator, who will be designated the sole arbitrator of the dispute. If the parties cannot agree on the ground rules and procedures to be followed during the arbitration proceedings, the arbitrator shall have the sole authority to establish the ground rules and procedures to be followed during the arbitration proceeding. The parties agree to attend the arbitration on the date and time and place set by the arbitrator. The cost of arbitration must be borne as the arbitrator directs. The award of the arbitrator will be binding and conclusive on the parties, and a judgement setting forth the arbitration award may be entered in any court of competent jurisdiction.

Potential Litigation If either party to this Agreement become aware of any claim or potential claim arising out of the performance of this Agreement, the party becoming aware of such claim or potential claim shall immediately notify the other party of same.

Term The Polk County Commissioners Court appointment shall supersede all other agreements and this Agreement shall commence on October 1, 2021 and shall remain in full force in effect for a twelve (12) months through September 30, 2022. Thereafter, this agreement shall renew annually for three (3) years, unless either party gives the other party a written notice of its intention not to renew this agreement.

Services and Compensation for Services The Contractor shall be compensated thirty-six thousand and no/100 dollars (\$36,000.00) per year as an annual compensation. Monthly

compensation shall be three thousand and no/100 dollars (\$3,000.00) per month for the services contemplated by this agreement.

The Contractor shall invoice the Customer monthly for services rendered and payment shall occur approximately within thirty (30) days from receipt of said invoice. All payments should be mailed to Ann Luna Winston, FNP at 219 Eastwood St. Livingston, TX 77351.

Independent Contractor In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The parties acknowledge and agree that the Contractor's relationship with the Customer is that of an independent contractor. No partnership, joint venture or other relationship shall be construed as a result of this Agreement.

Qualifications The contractor under this contract shall at all times during the term of this contract be duly licensed in the State of Texas in the medical field.

Confidentiality The Contractor shall at all times, both during and after termination of the Agreement, maintain in confidence any fact of information which was disclosed to or developed by the Contractor during the course of performing services for the Customer and which is not generally available to the public.

Records Upon termination of the Contractor's contractual relationship with the Customer, any property of the Customer which may be in the Contractor's possession including materials, memoranda, notes, records, reports, or other documents or photocopies shall be promptly returned to Customer.

Insurance Medical care services rendered by the Contractor within the scope of this agreement shall be covered by the Contractor's medical malpractice insurance policy with Customer named as an additional insured. Limits of five hundred thousand (\$500,000.00) dollars per occurrence and one million (\$1,000,000.00) dollars in the aggregate are provided and in accordance with applicable policy endorsements.

Compliance with Laws The Contractor shall at all times comply with all Federal, State and local laws, regulations, rules, ordinances and orders of any kind, which are applicable to Contractor's performance of its obligations hereunder and shall indemnify and hold the Customer harmless from any and all liability (including reasonable attorneys' fees) arising out of Contractor's failure to so comply.

Termination. The Agreement will terminate after the term of the third annual renewal for an evaluation. Either party may terminate this agreement at any time, with or without cause, by giving the other party not less than sixty (60) nor more than one hundred twenty (120) days written notice of its intention to terminate, and said notice shall include a termination date that falls within that range. The agreement shall terminate on the future date specified in such notice.

General All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth herein, or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand,

(ii) made by telecopy or facsimile transmission, (iii) sent by overnight courier, or (v) sent by registered or certified mail, return receipt requested, postage prepaid.

Entire Agreement This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof.

Modifications The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar.

Assignment The Contractor may assign its rights and obligations hereunder to any person or entity who succeeds to all or substantially all of the Contractor's business. The Customer's rights and obligations under this Agreement may not be assigned without the prior written consent to the Contractor.

Governing Law This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the State of Texas. The parties intend this Agreement to be enforced as written. However, if any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby.

Notice All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement.

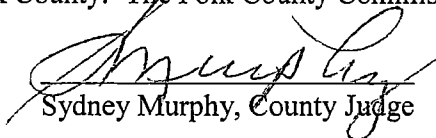
a. Polk County: Polk County Jail
1733 N Washington Ave
Livingston, TX 77351
Fax: (936) 327-6892
Email: blyons@polkcountytso.net

b. Ann Luna Winston, FNP
219 Eastwood St.
Livingston, TX 77351
Fax: (936) 327-5216
Email: annluna87@hotmail.com

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 28 day of September, 2021.

Polk County: The Polk County Commissioners Court

By:


Sydney Murphy, County Judge

Attest: Schelana Hock

Schelana Hock, County Clerk (SEAL)

Polk County Sheriff: Byron Lyons

Per: Byron Lyons

Telemed Contractor: Ann Luna Winston, FNP

Per: Ann Luna Winston, FNP

EXHIBIT A

POLK COUNTY JAIL MEDICAL DEPARTMENT PROTOCOL**INTAKE:****History:**

- Every inmate on admission will complete a medical form which includes age, allergies, and medications currently on with route, dose, frequency, and date last taken.
- Tobacco History: type, frequency, last used
- Alcohol History: type, frequency, last used
- Illegal Drugs: type, frequency, last used
- Past medical History-Medical Problems
- Past Surgeries
- Medical Condition now and any other pertinent information

Exam:

A set of vital signs will be obtained on every inmate on admission and recorded: Height, Weight (in pounds), Temperature, Blood Pressure, Pulse, and Oxygen Saturation.

Review:

- Vital signs and medical forms will be reviewed by medical personnel within 24 hours of admission.
- If for any reason jail personal are concerned that an inmate needs medical evaluation, the medical personnel will be notified and date and time documented.
- If at any time jail personnel feel an inmate is experiencing a life threatening condition, they are to call 911 to get inmate transferred to the emergency room.

If an inmate requires detoxification based off of physical presentation or history:

Alcohol Detoxification: Dilantin 300 mg BID for 10 days AND Librium 25 mg BID for 10 days.

Other Detoxification: Librium 25 mg BID for 5 days.

Closely monitor these inmates, and call 911 if any signs or symptoms of seizure occur.

BLOOD PRESSURE:

If systolic blood pressure is \geq 180

-- Or --

If diastolic blood pressure is \geq 100

Without symptoms of chest pain, headache, or other heart or brain abnormalities:

- Give 0.2mg clonidine now -- recheck bp in (1) hour.
- Notify on call medical if bp is not below the above parameters ****or**** if signs or symptoms of chest pain or headache develop.

All after-hour & holiday hypertensive readings taken by jail staff will be reported to the 24/7 telemed services available outside of the hours of 8 am- 4:30 pm Monday through Friday and on holidays. As well as documented on the telemed sheets available in the booking department. Follow up for these patients should be done in person at the following jail clinic.

Inmate will follow up with attending nurse or call provider within 24 hours of initial elevated blood pressure reading.

Hold beta blockers for pulse $<$ 60, SBP $<$ 90, OR DBP $<$ 50; Notify medical provider on call if persists x3 readings.

Hold blood pressure medication for pulse $<$ 60, SBP $<$ 90, OR DBP $<$ 50.

***Hypertensive patients treated with blood pressure lowering medications, need follow up in jail clinic a minimum of once every 3 months.**

MEDICATIONS:

- Tylenol 500mg 2 tabs to equal 1000mg for pain or fever >100.4F – Not to exceed 2000mg (2g) in 24 hour period. – Call on call medical staff if fever persists.
- Ibuprofen 200mg 1 tablet PO BID PRN pain or fever > 100.4F (if allergy to Tylenol).
- Milk of Magnesia 30mL PO Q day PRN constipation.
- Docusate Sodium 100mg capsule x1 PO Q day for constipation not relived by Milk of Magnesia
- Magnesium Citrate x1 bottle for constipation lasting 4+ days & not relieved by above.
- Diarrhea: Imodium/ loperamide 2mg tab x2 PO for 3rd episode of diarrhea and 1 tab with each subsequent episode -- not to exceed 8 tabs in 24 hours nor exceed a 3 day period.
- Mylanta/Maalox 30mL PO BID for indigestion.
- Robitussin 5mL PO BID PRN cough/congestion
- OTC "Cold Busters" PO BID x7 days for s/s cold and/or sinus discomfort.
- OTC "AllerChlor" 4mg PO BID x10 days for c/o allergy s/s.
- OTC cough drops PO TID PRN cough/congestion/sore throat.
- OTC nasal spray for c/o or s/s sinus congestion no more than 3 days
- OTC Tucks pads PRN c/o or s/s hemorrhoids.
- OTC hemorrhoid suppository PRN rectally for visible hemorrhoids/hemorrhoid exacerbation for no more than 7 days
- Meclizine/Dramamine 25mg 1 tab PO PRN nausea/vomiting/dizziness for no more than 1 day
- Benadryl 25mg tab/cap x1 PO BID PRN s/s common/non-emergency allergic reactions (whelps/hives/rash/itching) for no more than 7 days
- Zofran 4mg BID PRN nausea/vomiting in 24 hour period.

TOPICAL:

- OTC antifungal cream for s/s athlete's feet and /or jock itch.
- OTC Miconazole 3-day/7-day treatment kit for s/s vaginal yeast infection.
- OTC saline eye wash Q day PRN s/s allergies or visible s/s eye irritation.
- OTC arthritis cream/Icy Hot topical cream PRN c/o arthritis/muscle pain.
- OTC ear wax removal drops PRN c/o or presence of excessive wax noted upon inspection.

WOUND CARE:

Skin Tears - cleanse with NS or peroxide, pat dry w/ gauze, apply TAO and cover with dry dressing Q day. Use of steri-strips to the wound when applicable.

Wounds with pre-existing packing & dressing: Remove soiled packing, cleanse with NS, pat dry with gauze, and apply plain packing, cover with dry dressing.

Wound with obvious s/s infection, to include drainage of yellow/green exudate: Bactrim DS 1 tab PO BID x7 days if no allergies to sulfa medications. Notify medical on call and add to next jail clinic to evaluate status of wound.

INCOMING INSULIN DEPENDENT INMATES:

Blood sugar to be checked before meals three times a day or if signs of hypo or hyper glycemc occur.

If an inmate comes in and is insulin dependent and has no orders on file OR is on Lantus, stop Lantus and follow these instructions until inmate can be seen at next jail clinic.

Blood sugar less than 70 – no insulin

Blood sugar less than 60 – give 1 glucose tablet and PB&J Sandwich and recheck blood sugar within 10 minutes. If blood sugar is still less than 70, administer a second glucose tablet and recheck blood sugar in 10 minutes.

* If blood sugar is still less than 70 after two glucose tablets and PB&J, notify medical staff. If none are available, send to ER.*

If blood sugar is over 400, notify medical on site or on call medical within 1 hour. If none are available, send to ER.

Novolin R (Regular) 100 UNITS/ML per sliding scale TID, not to exceed 36 units in a 24 hour period:

Blood sugar less than 150: no insulin

151 - 200 give 5 units Novolin R

201 - 250 give 7 units Novolin R

251 - 300 give 10 units Novolin R

301 - 400 give 12 units Novolin R

Novolin N 100 UNITS/ML

25 Units BID & HOLD for BS<150

***Insulin dependent patients need follow up visit at jail clinic a minimum of once every 3 months.**

COUMADIN THERAPY:

Any inmate receiving Coumadin (warfarin), will receive a PT/INR serum test a minimum of once per month. The results of each test will be faxed to the Nurse Practitioner/MD office with the following noted on each results for his/her reference:

- Current Dosage
- Previous date of PT/INR lab test
- Dosage at time of previous date of PT/INR lab test
- Inmate's compliance or noncompliance with therapy
- Reason for patient being on therapy

Under special circumstances, a PT/INR serum test may be done more or less often depending on the special circumstances regarding their blood thinning therapy. However, as a general rule, they will be done once a month.

Should a newly arrived inmate be received that is already on Coumadin/ Warfarin therapy, there will be a PT/INR done within the first 7 days and a follow up made in clinic with the above listed information on the results. Any PT/INR above 4.0, call on call medical with results.

LAB/IMAGING:

If a fracture is suspected (injury/extreme swelling/displacement/open fracture/loss of movement/etc.) send for x-ray at CHI Livingston for appropriate body part & notify medical staff on call.

If a urinary tract infection is suspected (dysuria/frequency/abdominal pain/lower back pain/hematuria/etc.) do urine dipstick and if it is abnormal, send to CHI Livingston for urine culture & notify medical on call.

If an inmate is less than 55 years old and taking medications while incarcerated, do a urine pregnancy test. Call medical staff on call with positive results to review inmate's medication list, and immediately refer to OBGYN.

If a female under the age of 60 is taking lithium or depakote, a urine pregnancy test must be done before treatment initiation and every 4 weeks for 36 consecutive weeks.

If flu (fever/body aches/cough/congestion/etc.), strep throat (sore throat/fever/etc.), or COVID (loss of taste or smell/body aches/cough/headache/fever/SOB) are suspected, do appropriate tests in house and report positive results to on call medical.

***Inmates treated for diabetes, hypertension, or a seizure disorder must be seen in jail clinic a minimum of once every 3 months.**

Ann Luna Winston, FNP (10/1/2021)

Raymond Luna, MD (10/1/2021)