

CONTRACT TO PROVIDE MEDICAL HEALTH SERVICES

BY AND BETWEEN

POLK COUNTY, TEXAS

AND

SERENITY HOUSE COUNSELING, PLLC

POLK COUNTY JAIL MENTAL HEALTH SERVICES AGREEMENT

This agreement ("the agreement") is hereby made between Polk County, Texas, a political subdivision of the State of Texas, acting by and through its duly elected and empowered Commissioners Court ("the County"), and Serenity House Counseling, PLLC, a Texas Professional Limited Liability Corporation ("Serenity House"), for the provision of mental health services to inmates housed in the Polk County Jail, and support services for inmates being transferred to other jurisdictions, for the contract year 2021-2022, and under such terms and conditions as set forth herein.

I. Services to be provided by Serenity House:

- a. Provide general mental health support services to the inmates housed in the Polk County Jail and support services for inmates being transferred to other jurisdictions that are consistent with the current acceptable standards of mental health care.
- b. Conduct routine weekly mental health counseling clinics in the Polk County Jail every Thursday from 10:00 a.m. to 4:00 p.m. or another day during the week agreed upon by Jail Medical Staff, Sherriff and Serenity House Counseling.
- c. Be available, either by phone or internet face to face meeting interface program, to respond to inmates deemed by the Polk County Jail Staff to be in need of mental health crisis intervention between the hours of 9:00 a.m. to 10:00 p.m., Monday through Friday.
- d. Provide an on-call staff member to address inmates in need of mental health crisis intervention services after the hours set forth in subsection (c) above.
- e. When deemed necessary by Serenity House staff, complete the coordination of care steps required to assign an inmate to a higher level of care by calling and securing a placement in an in-patient mental health facility with a security level commensurate with the inmate's current criminal charges.
- f. If an inmate is determined to require a higher level of care as contemplated by subsection (e) above, Serenity House staff shall follow up with a Polk County Jail staff member designated by the Jail Administrator and provide brief assessments of the inmate's condition until the transfer to an in-patient mental health facility is completed in order to justify a continued need for a higher level of care.

- g. The total hours of mental health counseling or crisis intervention services shall not exceed fifty (50) hours per month or six hundred (600) hours a year, and a Serenity House staff member shall notify the Polk County Jail Administrator and Social Services office in writing, on the following Monday of each week with the total hours of services provided for the week before.

II. Compensation

Polk County Commissioners Court hereby agrees to compensate Serenity House at a maximum monthly rate of Four Thousand Dollars (\$4,000.00), said sum to be paid on the 1st day of each month this agreement is in effect.

III. Qualifications

Serenity House is a licensed mental health practice in the State of Texas and is a qualified mental health care provider under the Texas Local Government Code. Serenity House under this contract shall at all times during the term of this contract be duly licensed in the State of Texas in the mental health field.

IV. Relationship and Indemnification of Parties

- a. 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.
- b. County and Provider, to the extent authorized under the Texas Constitution and Texas laws, without limitation, Chapter 102, Texas Civil Practice and Remedies Code, agree to hold each party, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities for personal injury, death or property damage resulting from the acts or omissions of County or Provider or others under County's and Provider's supervision or control, and the acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of County or Provider and which by the exercise of due diligence of County and/or Provider is unable, wholly or in part, to prevent or overcome.

V. Term and Termination

This agreement shall commence on October 1, 2021 and shall be in effect for twelve months (12) 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. 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.

VI. Notice

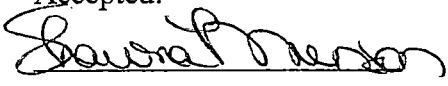
Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail addressed to either party.

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| a. Polk County: Polk County Jail
1733 N Washington Ave
Livingston, TX 77351
Fax: (936) 327-6892
Email: blyons@polkcountytso.net | b. Serenity House Counseling, PLLC
3748 US 59 N, Ste. A
Livingston, TX 77351
Ph: (936) 259-2119
Email: shawna@serenityhousecounseling.com |
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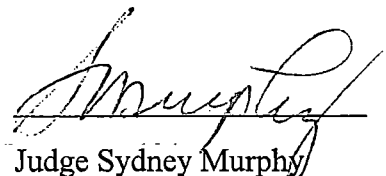
VII. General Terms

- a. **Severability.** If any provision in this agreement is held by a court with jurisdiction to be invalid or inoperative, the remainder of this agreement shall not be affected by that holding.
- b. **Amendment.** This agreement may be amended, modified or supplemented only by an instrument in writing executed by all parties hereto.
- c. **Entire Agreement.** This writing contains all of the agreements of the parties hereto with respect to the transaction contemplated in this instrument and supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter of this agreement.

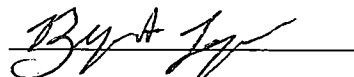
ADOPTED THIS THE 28 DAY OF September, 2021.

Accepted:

Serenity House Counseling, PLLC
By: Shawna Munsen
3748 US 59 N, Ste. A
Livingston, TX 77351

9/28/2021
Date


Judge Sydney Murphy
Polk County Judge
410 E Church Street, Suite E
Livingston, TX 77351

9/28/2021
Date


Sheriff Byron Lyons

Polk County Sheriff
1733 N. Washington Ave.
Livingston, TX 77351

9/28/2021
Date