

STATE OF TEXAS
COUNTY OF WALLER

**AGREEMENT BY AND BETWEEN THE COUNTY OF WALLER, TEXAS
AND BS CORRECTIONAL MEDICINE SERVICES, PLLC FOR COUNTY
JAIL MEDICAL SERVICES**

This Agreement for inmate health care services (“Agreement”) is entered into on the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, and BS Correctional Medicine Services, PLLC (“Contractor”), a Texas professional limited liability company with its principal place of business at 235 W. Palm St. Suite 105, Bellville, Texas 77418, (referred to individually as “Party” and collectively as “Parties”).

WHEREAS, the County is required by law to obtain and provide reasonably necessary health care for inmates at the Waller County Jail located at 300 Sheriff R. Glenn Smith Dr., Hempstead, Texas 77445 (the “Jail”);

WHEREAS, the County desires to provide health care to inmates confined in the Jail in accordance with applicable law;

WHEREAS, the Contractor is in the business of providing correctional health care services and desires to provide such services for the County under the terms and conditions hereof;

WHEREAS, County desires that Contractor provide medical health care services to patients in the custody of the Jail in accordance with applicable law and Contractor will provide the services as specified below and for the price provided herein, which County and Contractor determined to be a fair and reasonable price;

WHEREAS, the provision of correctional health care services is within the scope of the practice of medicine, and is therefore subject to Texas Government Code Chapter 2254, the Professional Services Procurement Act, and Contractor has demonstrated competence and qualifications to perform the professional services required hereunder;

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to performance of this Agreement;

WHEREAS, the County and Contractor desire to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties mutually agree as follows:

SECTION 1. AGREEMENT

1.1 **Scope of Services**: The Contractor shall provide medical services for the inmates of the Jail by physicians and other medical professionals licensed, registered, or otherwise appropriately credentialed to practice medicine in the State of Texas. All services provided by Contractor shall be performed according to the regularly accepted standards of medical care in the State of Texas.

- 1.2 Contract Documents: The following documents constitute the “Contract Documents”:
- a. This Agreement;
 - b. The Fee Schedule, attached hereto as Exhibit A.
 - c. The Waller County Jail Formulary, attached hereto as Exhibit B.

All of the documents referred to in this Section 1.2 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

SECTION 2. DESIGNATED REPRESENTATIVES

- 2.1 County’s Designated Representatives: The County designates the County Sheriff as the Designated Representative with regard to the goods and services to be provided under this Agreement.
- 2.2 Contractor’s Designated Representatives: Contractor designates Don Bosse as its Designated Representative with regard to the goods and services to be provided under this Agreement.
- 2.3 Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

SECTION 3. CONTRACTOR’S OBLIGATIONS

- 3.1 Licensing: All services provided hereunder shall be performed by a physician or nurse appropriately licensed, registered, or certified in Texas.
- 3.2 Texas Commission on Jail Standards: Contractor shall provide medical services at the Jail in accordance with any applicable rules adopted by the Texas Commission on Jail Standards.
- 3.3 Telemedicine Services: Contractor shall provide telemedicine for ER services on a 24 hours per day, 7 days per week bases for all inmates of the Jail.
- 3.4 Nursing Services: Contractor shall provide a licensed nurse to the Jail an average of twenty (20) hours per week for medication fills and general medical concern reviews. Review will be performed at ninety (90) days to determine efficiency of this service.
- 3.5 Physicians: Physicians shall be on-site at least one every two (2) weeks. Telemedicine visits may be provided, but may not take the place of the mandatory on-site visits.
- 3.6 Telephone Availability: Dr. Don Bosse, MD or Dr. Iqbal Singh, MD shall be available by telephone during regular business hours.
- 3.7 Testing: Physicians shall provide orders for blood work and x-rays at the Jail as appropriate, utilizing Waller County’s contracted services. Services not available at the Jail will be provided on an outpatient basis as approved by the treating physician.
- 3.8 Medicine: Physicians shall provide medication authorization to the Jail based on the medication formulary attached hereto as Exhibit B, which may be updated on an annual basis. Any updates must be approved by the County in writing. Medication will be filled through the Jail pharmacy providers, and paid for by the County.

- 3.9 Referrals: Physicians will provide suggested guidelines for referral of inmates for needed medical services.
- 3.10 Protocols and Care Paths: Physicians shall provide the Jail with clinical protocols and care paths for needed medical services.
- 3.11 Criminal History Background Investigation: Contractor agrees that the personnel that will perform work under this Agreement shall be subject to a criminal history background investigation by the Waller County Sheriff's Office. Contractor will provide any information requested by the Sheriff to perform the investigation. Contractor further agrees that its personnel will comply with any and all security measures and identification required by the Sheriff. Contractor shall cooperate with the Jail to ensure that all medical service providers are appropriately credentialed by the Jail.
- 3.12 Personnel Clearance: Contractor's personnel shall not access Sheriff secure areas or information without first obtaining clearance for those personnel from the Sheriff or his Designated Representative(s).
- 3.13 Compliance with Security Measures: Contractor agrees that its employees and personnel will comply with security measures put in place by the Sheriff or his Designated Representative(s) prior to performing any services under this Agreement, and shall not access any secure area or information prior to receiving approval from the Sheriff or his Designated Representative(s).
- 3.14 Medical Records: The Contractor shall cause, require, and maintain a complete and accurate medical record for each inmate who has received medical services from the Contractor. All inmate medical records shall be kept separate from the detention record and each medical record will be maintained in accordance with applicable laws, the Texas Commission on Jail Standards, and the County's policies and procedures. The medical records belong to the County, and shall be kept separate from the inmate's confinement record. A complete, legible copy of the applicable medical record shall be available to the County, at all times, to the County. Medical records shall be kept confidential, subject to applicable law (including HIPAA and Texas Government Code Chapter 552, the "Public Information Act"). Upon expiration or termination of this Agreement, all medical records shall be delivered to and remain with the County.
- 3.15 HIPAA Compliance: The Contractor shall comply with all Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements, and the requirements of the Public Information Act relating to Contractor's responsibilities under this Agreement. Upon request, Contractor shall provide the County with information regarding its security and privacy practices. Contractor shall immediately notify the County if it makes any unauthorized disclosure, and the remedial actions taken regarding the disclosure. This section shall survive the expiration or termination of the Agreement.
- 3.16 Non-Discrimination: During the performance of this Agreement, Contractor, its employees, agents, subcontractors, assignees, personnel, and staff agree that: 1) they will not refuse services or discriminate in the provision of services hereunder on any basis that violates any federal, state, or local law or regulation, and 2) they will not discriminate against any employee or applicant on any basis that violates any federal, state, or local law or regulation.

- 3.17 Conference and Cooperation: Contractor shall confer with the County on an as needed basis to ensure the services provided are satisfactory, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the county to maintain maximum efficiency.
- 3.18 County Satisfaction: If the County becomes dissatisfied with any health care personnel provided by Contractor hereunder, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the County of the grounds for such dissatisfaction, and in consideration of the reasons therefore, shall exercise its best efforts to resolve the problem. If the County is not satisfied that the problem has been solved, the County may revoke the employee's right to enter the Jail and/or terminate the Agreement. If the County revokes the Contractor employee's right to enter the Jail and/or terminates the Agreement, the County will provide Contractor written notice to that effect. The decision to revoke the Contractor employee's right to enter the Jail and/or terminate the Agreement shall be at the sole discretion of the County.
- 3.19 Regular Reports: Upon the County's request, the Contractor shall provide to the County, on a date and in a form mutually acceptable to the Contractor and County, reports relating to services rendered under this Agreement. The Contractor will fully cooperate with the County to respond to reporting requests to support any provision or section of this Agreement, without any additional charge, fee, or assessment to the County.
- 3.20 Necessary and Qualified Staff: Contractor shall provide necessary staff to provide the services required by this Agreement, and shall be responsible for any cost associated with implementing this Agreement. Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the services required by this Agreement. Contractor shall ensure its employees, staff, agents, and representatives provide the services in a safe manner. The County shall not be responsible for any injury incurred or caused by an employee, member of staff, agent, or representative of Contractor during the performance of this Agreement.
- 3.21 Performance Warranty: Contractor represents and warrants to County that it has the skill and knowledge ordinarily possessed by well-informed members of its profession, and will perform the services in accordance with the highest professional standards. All services will comply with applicable industry standards.
- 3.22 Supplies and Equipment: all materials, supplies, and equipment, necessary in the course of the performance of this Agreement shall be provided by the Contractor, and shall be in proper working condition. The Contractor warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable Contractor to perform its obligations hereunder. The County shall not be liable for the loss of, or damage to, equipment and supplies of Contractor, its agents, employees, staff, or personnel, unless such loss or damage was caused by the negligence of the County or its employees.
- 3.23 Compliance With Applicable Law: Contractor shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state, and local government, which may affect performance of this Agreement.
- 3.24 Risk of Loss: Contractor shall be responsible for any damage or loss to County property caused by any of its employees, staff, agents, or representatives.

- 3.25 Third-Party Property Damage: Contractor shall be responsible for any damages or losses it, or any of its employees, staff, agents, or representatives, cause to third-parties in the performance of this Agreement.

SECTION 4. COUNTY'S OBLIGATIONS

- 4.1 Internet Access: While performing work under this Agreement, the County shall provide Contractor and its employees secure internet access and other systems normally accessed by medical professionals at the Jail. Contractor and its employees shall have access to a secure wireless internet connection in each of the Jail areas where telemedicine services will be provided.
- 4.2 Tele-Video Conferencing: The County shall provide space with adequate lighting and acoustics to support tele-video conferencing between the inmate and Contractor and its employees. If necessary, County employees will set up tele-video equipment and headphones provided by the Jail in the examination room.
- 4.3 Reasonable Assistance: Jail employees will reasonably assist the medical professional during the medical visit as requested by the medical professional. Jail employees will assist Contractor and its employees when appropriate during routine patient encounters by 1) placing the patient in the examination room, 2) measuring and recording vital signs, height, and weight, and 3) when appropriate, assisting the patient with connecting with the medical professional using tele-video and headphone equipment provided by the Jail.
- 4.4 Existing Medical Record Information: Upon request, the County will provide Contractor and its employees with existing medical record information on the inmate prior to the scheduled visit via fax or secure mail.
- 4.5 Laboratory Testing and Imaging: The County will procure laboratory and/or imaging studies as ordered by the appropriate medical professional prior to, during, or after the consultation.
- 4.6 Reasonable Security: The County will use reasonable efforts to provide sufficient security to enable the Contractor, and its personnel to safely and adequately provide the health care services described in this Agreement. Contractor, its staff, and personnel understand that working in the Waller County Jail involved inherent dangers. Contractor, its staff, and personnel further understand that the County cannot guarantee anyone's safety in such a facility, and nothing herein shall be construed to make the County or its employees a guarantor of the safety of the Contractor's employees, agents, personnel, or staff.

SECTION 5. CONTRACT PRICE

- 5.1 Contract Price: In consideration of the services to be provided by the Contractor under the terms of this Agreement, the County shall pay Contractor in monthly installments a fee for services actually performed in accordance with Exhibit A, the Fee Schedule. The total amount to be paid to Contractor under this Agreement shall not exceed one hundred and sixty-one thousand dollars (\$161,000.00). This sum shall be a fixed fee for the provision of services contemplated by this Agreement.
- 5.2 Invoices: Contractor shall provide monthly invoices to the County for payment for services already rendered.
- 5.3 Payment: The County agrees to pay Contractor services in the amount identified in Section

5.1 upon completion of the services and acceptance of the work performed, and according to the terms and conditions of this Agreement. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.

- 5.4 Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to Contractor to such extent as the County deems necessary in the event that:
- a. Work is not performed in accordance with the Contract Documents, and the defective performance is not remedied as required by the County and in the timeframe required by the County;
 - b. The work performed is not to the satisfaction of the County, and the Contractor does not remedy the work performed to the satisfaction of the County; or
 - c. Contractor or its employees, staff, agents, or representatives cause damage to County property.
- 5.5 Right to Setoff: Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy the County has or may have, the County may set off or recoup any amount it owes to Contractor against any amount for which the County determines in good faith that Contractor owes the County.
- 5.6 Prorated Refund: In the event this Agreement is terminated during the Term, Contractor shall refund to County a prorated portion of the Contract Price from the effective date of the termination through the end of the period of service covered by the Agreement.

SECTION 6. TERM AND TERMINATION

- 6.1 Term: The term of this Agreement shall begin on May 3, 2026, and continue for a one (1) year period or until terminated in accordance with Section 6.2.
- 6.2 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.
- 6.3 Termination for Failure to Perform: Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party. Contractor shall be responsible for any expenses it incurs after the date of termination.
- 6.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice and without the opportunity to cure if Contractor, or any of its parent or subsidiary business entities responsible for providing services under the Agreement become insolvent or files any petition for bankruptcy.
- 6.5 Termination for Cause or Convenience: The County may terminate this Agreement for cause or convenience, and without penalty, by providing written notice to the Contractor in accordance with Section 6.6. The notice must state the reasons for such termination. Contractor must cease performance of any services immediately upon receiving written notice.
- 6.6 Notice of Termination: The terminating Party shall provide 10 days written notice of termination to the other Party as provided in Section 17.18.

- 6.7 Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for 10 calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the 10th calendar day after the date of receipt of the notice, unless otherwise agreed in writing by the Parties.
- 6.8 Termination Without Penalty: Contractor shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.

SECTION 7. NO EXCLUSION OR PAYMENT

- 7.1 No Exclusion or Payment: Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

SECTION 8. RECORDS AND AUDITS

- 8.1 Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit.

SECTION 9. INTERPRETATION

- 9.1 Interpretation: This Agreement controls over any other document, proposal, order form, purchase order, terms, or conditions in regard to the goods and services to be provided hereunder. In the event of any disputes over the meaning or application of this Agreement, it shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

SECTION 10. SITE INSPECTION AND COORDINATION

- 10.1 Equipment Inspection and Coordination: Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. All goods and services provided under this Agreement shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

SECTION 11. NO DISCLAIMER OF WARRANTIES

- 11.1 No Disclaimer of Warranties: Contractor shall not disclaim any warranty provided by law. All warranties shall survive the termination of this Agreement.

SECTION 12. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

- 12.1 Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the provision of the goods and services prior to executing this Agreement. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive,

administrative, and judicial orders applicable to the services to be performed.

SECTION 13. INDEPENDENT CONTRACTOR.

13.1 Independent Contractor: In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 14. INDEMNITY.

14.1 INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS “CONTRACTOR” FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “COUNTY” FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY’S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR’S OR EMPLOYEE’S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS,

OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 15. INSURANCE REQUIREMENTS

15.1 Insurance Limits and Required Certificates: Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this section. The certificates shall indicate the name of BS Correctional Medicine Services, PLLC, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:

- a. Professional liability insurance covering Contractor, its representatives, employees, officers, agents, and subcontractors with limits of not less than \$200,00 per occurrence and \$600,000 in the aggregate for all claims.
- b. Workers Compensation in accordance with the laws of the State of Texas.
- c. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- d. Comprehensive general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy

holder.

- e. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

- 15.2 Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.
- 15.3 Certificates of Insurance: Contractor shall provide the County with certificates of such insurance within 10 days of the last signature affixed hereto, and the certificates shall indicate insurance coverage as of the first day of the Term.
- 15.4 No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.
- 15.5 No Cancellation or Modification: Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing 30 days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during the Term.

SECTION 16. ASSIGNMENT

- 16.1 Assignment: Contractor shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the County. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least 30 days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Agreement; c) Contractor must retain its obligations to the County under this Agreement until the assignment is effective; d) the Assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than 5 business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

SECTION 17. MISCELLANEOUS PROVISIONS

- 17.1 Recitals: The Recitals are true and correct, and are incorporated into this Agreement.
- 17.2 Jurisdiction and Venue: This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Jurisdiction and venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.
- 17.3 Appropriation of Funds: Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. Contractor shall be responsible for all expenses occurring after the date of termination.

- 17.4 Right of Review: The County may review and inspect any and all of the services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees to retain such records for a minimum of 3 years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this section.
- 17.5 No Subcontractors: Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.
- 17.6 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.
- 17.7 Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. If the Contractor is relieved from performance due to force majeure, the County will also be excused from making payment to the Contractor during the period of nonperformance. If the Contractor has already received payment from the County for the period of nonperformance, the Contractor shall refund a prorated portion of the payment made by County for the period during which performance is excused.
- 17.8 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or

enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

- 17.9 Entire Agreement: This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.
- 17.10 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.
- 17.11 Tax Exempt: The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.
- 17.12 Other Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the performance contemplated by this Agreement.
- 17.13 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.
- 17.14 Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Agreement.
- 17.15 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.
- 17.16 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 17.17 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.
- 17.18 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any

notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Waller County Judge
836 Austin St., Suite 4300
Hempstead, Texas 77445

To Contractor:

BS Correctional Medicine Services, PLLC
235 W. Palm St. Suite 105
Bellville, Texas 77418

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into as of the last date of signature affixed hereto.

COUNTY

CONTRACTOR


WALLER COUNTY, TEXAS

BS CORRECTIONAL MEDICINE SERVICES, PLLC

a political subdivision of the State of Texas

a Texas professional limited liability company

Carbett "Trey" Duhon, III
County Judge



NAME
TITLE

Date

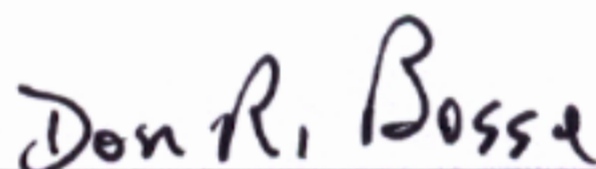
2/23/2026

Date

ATTEST

ATTEST

Debbie Hollan
County Clerk



NAME
TITLE

EXHIBIT A

Fee Schedule

Occurrence Fee Type	Annual Fee
Licensed Nursing Services (20 hours per week)	\$55,000.00
Physician Visits and Calls	\$106,000.00
Total	\$161,000.00

EXHIBIT B

WALLER COUNTY JAIL FORMULARY

ANALGESICS

Acetaminophen (OTC)
Aspirin (ASA) (OTC)
Ibuprofen (OTC)
Indomethacin
Naproxen

ANTACIDS

Maalox
Mylanta
Famotadine
Prilosec

ANTIBIOTICS

Acromycin
Azithromycin
Amoxicillin
Cephalexin
Ciprofloxacin
Clindamycin
Doxycycline
Minocycline
Nitrofurantoin
Pen V K
Trim/Sulfa
Triple Antibiotic Ointment (OTC)

ANTIDIARRHEAL

Diamode (OTC) (Imodium)
Diotame (OTC) (Pepto Bismol)
Imodium AD
Lomotil

ANTIEMETICS

Ondansetron
Promethazine

ANTIFUNGALS AND FOOT FUNGUS

Clotrimazole cream
Clotrimazole-Betamethasone
Ketoconazole (oral/topical)
Miconazole cream
Tonafate

ANTIGOUT

Allopurinol

ANTIHISTAMINES

Cetirizine (OTC)

Diphenhydramine (OTC)
Hydroxyzine

ANTIHYPERTENSIVE (blood pressure)

Amlodipine
Atenolol
Benicar
Benicar/HCTZ
Clonidine
Hydrochlorothiazide
Lisinopril
Lisinopril/HCTZ
Lotrel
Losartan
Metoprolol (XL or Tartrate)
Verapamil

ANTIVIRALS

Acyclovir
Valcyclovir

ASTHMA/COPD

Albuteral inhaler

CHOLESTEROL LOWERING

Rosuvastatin

CONSTIPATION

Lactulose syrup
Miralax (OTC)
Milk of Magnesia (OTC)
Magnesium Citrate (OTC)

COUGH MEDICATION

Robitussin DM (generic)
Delsym (OTC)

DECONGESTANTS

Pseudoephedrine

DIABETIC AGENTS

Glipizide
Glimeperide
Insulin N
Insulin R
Insulin 70/30
Metformin
Pioglitazone

MUSCLE RELAXER

Cyclobenzaprine
Robaxin (methocarbamol)

OPHTHALMIC AGENTS

Ciprofloxacin
Erythromycin ophthalmic ointment
Maxitrol
Ofloxacin

OUTER EAR INFECTION

Ofloxacin/Ciprofloxacin

PERIPHERAL NEUROPATHY

Gabapentin

RESPIRATORY TRACT/PULMONARY

Albuterol
Flonase

STEROIDS

Oral

Methylprednisolone
Prednisone

Lotion/Shampoo

Selsun lotion or shampoo (selenium sulfide 2.5%)

Topical Cream

Clobetasol)
Hydrocortisone 1% or 2.5%
Triamcinolone

THROAT SPRAY AND LOZENGES

Cepacol Sore Throat
Chloraseptic spray

Injectable for psychotic event

Benadryl (to give with Haldol to help prevent extrapyramidal symptoms)
Haldol
Geodon
Lorazepam

No controlled substances are allowed in the Waller County Jail unless prescribed by MHMR or substance abuse coming from MHMR/substance abuse hospital.

Updated: 2-11-23