



Behavioral Health Services Agreement

THIS AGREEMENT (the "Agreement"), is entered into by and between Bizaan Holdings, LLC dba Bizaan Behavioral Health "Bizaan Behavioral Health" ("Contractor") and Williamson County (the "Customer").

NOW THEREFORE, subject to the terms and conditions hereinafter set forth, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

WHEREAS, Customer desires to purchase behavioral health services for off-site counseling services at Contractor's "Premises" located at:

Bizaan Behavioral Health

2851 Joe DiMaggio Blvd., Ste. 3, Round Rock, Texas 78665

- Telehealth Included -

herein referred to as "Premises". "Behavioral Health Services" as used herein means those services described in the Proposal for Behavioral Health Services, which is attached hereto and hereby is incorporated herein by reference for all purposes.

TERM OF AGREEMENT: The term of the Agreement shall be on a temporary basis, effective from the date service commences as herein provided and defined as Effective Date and will continue for one-year, unless terminated sooner as authorized herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. [JL1] The Agreement may be renewed for up to three (3) additional one-year terms upon agreement of the parties.

If the Customer decides to exercise the option to renew the Behavioral Health Services Agreement, it shall be in written form to the Contractor, thirty (30) calendar days prior to the expiration of the in-place Agreement. In the event the Agreement is renewed and service requirements and/or schedules and the like have not been modified, the terms and conditions will then remain unchanged.

Service shall commence on date of final execution by both parties (the "Effective Date") which can be referenced on the signature line.

CONTRACT RATES: Rates shall be set at initial proposal amounts. Details of certain rate types are as follows:

- Standard Rate: The following bill rate(s) apply to all locations listed in this AGREEMENT. All behavioral health services bear the supervisory expense of Bizaan Behavioral Health management for support.
- Critical Incident Support Rate: The Contractor shall provide additional behavioral health services as



an as-needed basis for emergency situations as requested by the Customer at this rate.

- Training Rate: The Contractor shall provide additional training services as an as-needed basis for the Customer at a mutually agreed upon rate depending on the course.

Customer will assume responsibility for all applicable credit card processing fees if payment is rendered in this method. Customer has option for direct ACH payment.

The not-to-exceed amount under this Agreement is Fifteen Thousand Dollars (\$15,000.00), unless amended by mutual agreement.

SCHEDULE: Contractor shall provide a Licensed Professional Counselor Associate or Licensed Professional Counselor or Licensed Marriage and Family Therapist Associate or Licensed Marriage and Family Therapist or Licensed Master Social Worker or Licensed Clinical Social Worker ("Clinician") when service commences. The services of the Clinician will be dependent on the current needs of the Customer and is not obligated to provide a certain number of clients at any point in time. The Customer reserves the right to modify coverage requirements without amending this Contract. Customer may request, as reasonably needed, for behavioral health services in addition to the contracted hours. Any permanent additional services/hours will be implemented in a reasonable time and be billed at the then-current prevailing Agreement rate. This will be submitted in an addendum agreement increasing or extending hours of service.

Deletion or reduction in service hours/services shall be made only as requested in writing and Contractor shall have 30 days thereafter to implement such requested reduction. Billing adjustment will appear only after said implementation occurs. Reduction in service hours may affect Behavioral Health Services Rates; but any increase shall be limited to no more than 10% percent of the then-current Agreement rate. Such adjustments shall be applicable during the remainder of the Agreement term.

Contractor will render its invoice for contracted Behavioral Health Services and Special services/equipment to be supplied by the 4th day of the month of service. Any variation between contractual services to be rendered and equipment supplied and those actually rendered or supplied will be adjusted in the next invoice which follows the aforementioned billing date. Services rendered will be calculated based on electronic timesheet / clock system provided by Bizaan Behavioral Health. Customer payment will be made once each month upon submission of invoices provided for the month. Contractor shall submit the original and one copy of each invoice to the following address not later than the 4th working day of each month to assure payment within terms.

All invoices are due within the month of service rendered or within 30 days. Payments not made by the Customer by the last day of service month billed shall be in default hereunder. Invoices will be mailed or provided via e-mail as per the Customer preference. Invoices are to include each of the following, as appropriate:

1. The cost of services as needed:



- a) Clinician will be billed at an hourly rate of \$100/hr. for all services rendered.
2. The cost of Critical Incident Services as needed:
- a) Clinician will be billed at an hourly rate of \$100/hr. for all services rendered from the time of response on site. Critical incident services shall be made available 24/7/365 as an on-call rotating basis unless mutually agreed upon.
3. The cost of training services as scheduled:
- a) Clinician/Instructor shall be billed at an hourly rate or class rate mutually agreed upon should Customer require training services for their employees, customers, or Contractors. Examples of training services could include, but are not limited to, Peer Support Team/Leader Training, Satori Alternatives for Managing Aggression (SAMA), CPR/First Aid/AED/BLS, Clinical Skills classes, Mental Health First Aid, Crisis Intervention Team/Mental Health Officer, among others. Customer can utilize sister company Bizaan Security for additional training opportunities.
4. The cost of phone consults as needed:
- a) There is no cost for the Customer/representative to reach Bizaan Behavioral Health management for consults or referrals to the practice or to discuss billing.

Payment for services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

INSURANCE: For the duration of this Agreement, Contractor shall purchase and maintain coverage in a company or companies authorized to do business in Texas. Clinicians shall maintain their own insurance which is in addition to the insurance provided by the Contractor. The Contractor is required to carry insurance with limits equal to or greater than those set forth in the Table below:

General Liability	\$1,000,000 each claim / \$3,000,000 aggregate
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	Fire & Water Legal Liability included in the GL limit shown above subject to \$250,000 sublimit
Professional Liability	\$1,000,000 each claim / \$5,000,000 aggregate
Worker's Compensation & Employer's Liability	Statutory Limits based on the benefits levels of the deemed state of hire
	One Million dollars (\$1,000,000) Bodily Injury by Accident Per Employee
	One Million dollars (\$1,000,000) Bodily Injury by Disease Per Employee
	One Million dollars (\$1,000,000) Bodily Injury by Disease Policy Limit

Contractor shall be responsible for purchasing and maintaining, in a company or companies authorized to do business in the state of Texas, Contractor's liability insurance to protect Customer against applicable claims which may arise from operations under this Agreement. Contractor shall name the Customer as an additional insured under such policies if the Customer notifies the Contractor of the desire to be added as an additional insured. In that event, the Contractor shall provide the Customer with a certificate evidencing the applicable insurance coverage. Contractor shall require all subcontractors to have insurance with the same or similar coverage as required. Contractor's liability insurance shall include contractual liability insurance sufficient to cover Contractor's obligations under this agreement.

INDEMNITIES AND LIABILITIES: Simultaneously with the execution of this Agreement or upon request from the Customer, the Contractor will deliver to the Customer a certificate of insurance verifying the Contractor's insurance coverage and policy limits. Customer agrees and further stipulates that to the extent Customer suffers any injury or damage of any nature for which the Contractor has legal liability and for which the Contractor has insurance coverage for the risk giving rise to such legal liability, then the Customer agrees to limit its recovery, if any, from Contractor for such damages or injuries to such amounts or sums of money which such insurance will, does or shall pay for any such liability as described herein, not to exceed the respective policy limits of the insurance so effected. If any other person, firm partnership, corporation or any other entity not a party to this Agreement shall make a claim or claims against the Contractor, Customer hereby agrees to indemnify and hold Contractor harmless from all of the same. This Section shall not be so construed as to affect any waiver of subrogation rights on the part of any insurance company, as provided in any policy of insurance covering the Customer or Contractor.

SETTLEMENT OF DISPUTES: If any controversy, claim or dispute arises between the Parties which is related in any way to the performance or interpretation of this Contract, or any breach thereof, or concerns any other matter in connection with this Contract which cannot be settled by amicable agreement, then upon either Party giving written notice of the difference or dispute to the other, the matter shall be resolved by submitting the matter to the American Arbitration Association for final and binding arbitration in accordance





with its rules and procedures and the law applicable to the substance of the dispute which shall be the law of Texas. The language of the arbitral proceedings shall be English, and the place of arbitration shall be in Williamson County, Texas. The award rendered by the arbitration shall be final and binding upon the parties. Provided, however, that the Parties will first attempt to settle disputes by mediation before resorting to arbitration. When a dispute is taken to mediation, both Parties shall make a good faith effort to settle the dispute.

The arbitration demand shall be made within a reasonable time after the controversy, claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation. Unless otherwise agreed in writing, Contractor shall perform under the terms of the Agreement during any arbitration proceedings, and Customer shall continue to make payments to Contractor in accordance with the Agreement. This section shall survive completion or termination of this Agreement.

QUALITY OF PERFORMANCE: The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to the highest professional standards. The Contractor and his employees shall conform to all applicable laws, regulations, and ordinances promulgated by legally constituted authorities of the United States Government and of the state of Texas. All personnel furnished by Contractor for the performance of services hereunder shall at all times be solely in the employment of Contractor. Customer and Contractor agree not to discriminate on the basis of race, sex, color, creed, religion or national origin in regard to the supervision, hiring, and placement of Clinicians in the course and scope of providing behavioral health services.

PERMITS AND LICENSES: The Contractor and provided Clinicians shall be licensed under the State of Texas Behavioral Health Executive Council in accordance with the requirements of the laws of the state of Texas and must maintain such licensing throughout the term of this Contract. The Contractor shall comply with all applicable federal and local laws in obtaining any necessary permits and licenses. (For any inquiries into license status, please contact the Texas Behavioral Health Executive Council)

NO WAIVER OF SOVEREIGN IMMUNITY OR POWER: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the Customer.

RIGHT TO AUDIT: Contractor agrees that the Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that the Customer shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall give Contractor reasonable advance notice of intended audits.



CONFIDENTIALITY: Contractor expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

PUBLIC INFORMATION: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

SUBCONTRACTORS: No work performed under this Contract shall be subcontracted by Contractor without the prior written approval of the Customer.

Contractor shall notify Customer in writing of the name and business address of any subcontractor that Contractor intends to use to perform its obligations under this Agreement at least five (5) calendar days prior to the date said subcontractor is to begin to perform those obligations.

MODIFICATION: This Contract may be modified in whole or in part, at any time, by mutual agreement provided such agreement is in writing, signed by the duly authorized representatives of both parties, dated, and attached hereto.



Behavioral Health Services Agreement
Bizaan Behavioral Health and
Williamson County Sheriff's Office

NOTICE: Any notice or request required to be given or made under this Agreement shall be deemed to have been duly made or given when delivered by hand or sent by Registered Mail Return Receipt Requested, to the party to which it is required to be given or made at that Party's email address as specified below:

Bizaan Holdings, LLC dba Bizaan Behavioral Health
Kyle A. McCall, MA, LPC, LCDC, NCC | President & CEO
2851 Joe DiMaggio Blvd., Ste. 3,
Round Rock, Texas 78665
Kyle.McCall@bizaanbehavioralhealth.com
(737) 667-5680 / (512) 423-1808

Williamson County
Attn: County Judge
710 S. Main Street, Ste. 101
Georgetown, Texas 78626

Courtesy Copy:
Williamson County Sheriff's Office
Attn: County Sheriff
508 S. Rock Street
Georgetown, Texas 78626

Any notice of change of address shall be effective only as provided in this section as any other notice.

APPLICABLE LAW: This Contract shall be governed by the laws of the State of Texas. In the event that any lawsuit is brought by any party of the Agreement to enforce any of its covenants, terms or conditions, said lawsuit shall be prosecuted and defended in Williamson County, Texas. This specific provision is entered into freely, knowingly, voluntarily and for consideration, the receipt and sufficiency of which is hereby



acknowledged. The Customer agrees not to disturb this choice of venue by agreement with Contractor.

SEVERABILITY OF PROVISIONS, VALIDITY OF AGREEMENT NOTWITHSTANDING INVALIDITY OF PARTICULAR PROVISIONS: In case a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

INDEPENDENT CONTRACTOR STATUS: Nothing contained in the entire Agreement between Customer and Contractor shall be construed as the establishment or creation of a relationship of master and servant or principal and agent between Customer and Contractor, it is agreed that the position of Contractor and anyone else performing any services under the Agreement is that of an independent contractor.

RECRUITMENT AND TRAINING EXPENSES: Customer acknowledges and agrees that the Clinicians or other employees of Bizaan Behavioral Health which will be assigned pursuant to the provisions of this Agreement have been recruited and trained at the expense of the Contractor through methods and training programs developed by the Contractor, and that the Contractor would suffer the loss of such recruiting and training expenses if any such employee or employees of Contractor abandon employment with the Contractor and becomes employed by the Customer, or by the owners or management of the Customer in any capacity whatsoever. Customer agree that Customer will not recruit or solicit any employee or former employee within 6 months of termination of the Contractor. Customer further agrees neither the Customer nor the owners or management of Customer will approach, speak to or contact any employee of Bizaan Behavioral Health concerning other employment by any such Bizaan Behavioral Health employee without first obtaining the express written permission of Bizaan Behavioral Health.

EXTENT OF AGREEMENT: This Agreement, including Attachment of the Proposal for Behavioral Health Services, hereto, constitutes the entire Agreement, and no representation or statement which is not expressly contained in this Agreement, incorporated herein by reference, shall be binding upon the Parties. No oral agreement or representation made at the time or before the execution of this Agreement shall be binding upon Contractor or Customer and all prior conversations and agreements relating to this Agreement are merged herein. This Agreement is the final expression and embodies the entire agreement of the parties relating to the subject matter hereof and no amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and attached hereto as an agreed amendment.

CONSENT OR WAIVER: No consent or waiver, express or implied, by Customer, to or of any breach of any covenant, condition or duty of Contractor shall be construed as consent to waive any other breach of the same or any other covenant, condition, or duty.

RIGHTS AND REMEDIES: No action or failure to act by Customer, or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement; nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing.



TERMINATION OF CONTRACT:

Either party may terminate this Agreement without cause with no penalty, provided written notice is given at least thirty (30) calendar days prior to the intended date of such termination. The bankruptcy of either party is grounds for termination for cause under this Agreement.

KEY PERSONNEL:

The Contractor shall provide the following personnel:

1. Management: The Contractor shall provide without cost for the Customer a designated manager of Bizaan Behavioral Health who shall for the overall management and coordination of this Agreement with the Customer.
2. Clinician: The Contractor shall provide trained employees who shall perform behavioral health services for the Customer.

GENERAL REQUIREMENTS:

1. Managerial: Contractor shall furnish management; manpower to maintain full services at all times.
2. Language: Clinicians on the behavioral health services force must be able to speak, write and understand effectively English.
3. Physical: Clinicians must be able to perform duties as required.

CLINICIAN WORK REQUIREMENTS:

1. Specific Requirements: Contractor shall provide Customer with the operation and management of behavioral health and related services as set forth in these Specifications as per mutually approved proposal for behavioral health services.
2. Reports and Records: Prepare required orders, instructions, clinical notes and incident reports, including reports in Bizaan Behavioral Health Electronic Health Record. These records will never be



made available to the Customer at any time. Billing for services will be done via de-identified chart number. Customer shall not request information on client records from the Contractor or employees at any time.

3. Emergency Assistance: In the event of an emergency or unusual occurrence adversely affecting the interest of the Customer, summon appropriate assistance such as the local fire and/or police departments and immediately notify the Customer Representative or other designated Customer officers. Clinician must be aware of and knowledgeable of Emergency Procedures as provided by Customer.
4. Change of Duties: The Customer reserves the right to collaborate through its Representative to amend, modify, and reissue the post orders and special orders given to the Contractor's personnel after obtaining approval through the Contractor's Representative.

CLINICIAN QUALIFICATIONS:

1. General Qualifications: The Contractor shall ensure that each of its employees meets the education, experience, skills, and prerequisites set forth by the State of Texas for licensure.
2. Legal Status Requirements: Each employee of Contractor shall be a citizen of the U.S.A., or a legal U.S.A. resident who has been lawfully admitted for permanent residence as evidenced by the Alien Registration Receipt Card Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that he/she is authorized to engage in employment as a permit for work. Each employee shall have reached the age of 21 years at the time of employment under this contract. The Contractor shall be required to produce evidence of such status if the Customer so requests.
3. Education, Experience, and Skills: As a minimum, Contractor's employees shall possess a high school diploma or GED certificate, a Bachelor's degree, and a Master's degree.
4. Conflict of Interest Prohibition: Contractor shall not employ any individual to work on the Agreement premises for whom such employment would create an actual or perceived conflict of interest.

The parties signed below agree to the terms and conditions set forth in this contract. The undersigned also attest they have the authority to sign on behalf of their respective businesses.



B I Z A A N
B E H A V I O R A L
H E A L T H

Behavioral Health Services Agreement
Bizaan Behavioral Health and
Williamson County Sheriff's Office

CUSTOMER:

CONTRACTOR:

Print Name / Title

Signature

Company

Date

Kyle A. McCall / President & CEO

Print Name / Title

Kyle Allan McCall

Signature

Bizaan Holdings, LLC dba Bizaan Behavioral Health

Company

05/17/2023

Date