



BETWEEN

NCCHC RESOURCES, INC. AND ELLIS COUNTY TEXAS

This Professional Services Contract ("**Agreement**"), effective as of August 13, 2024 (the "**Effective Date**"), is made by and between NCCHC Resources, Inc., an Illinois not-for-profit corporation having an office at 1145 W. Diversey Parkway, Chicago, IL 60614 and Ellis County Texas ("**Client**"), having its principal place of business at 101 West Main Street, Waxahachie, TX 75165.

NCCHC Resources and Client, each, a "**Party**" and collectively, the "**Parties**".

WHEREAS, Client desires to engage NCCHC Resources to provide consulting services as more fully described below, and NCCHC Resources is willing to provide such services to Client upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing, of the promises contained in this Agreement and of other good and valuable consideration, intending to be legally bound, agree as follows:

1.0 SERVICES

- 1.1 Scope of Services.** NCCHC Resources agrees to provide technical consulting services to Client as outlined in Exhibit A – SERVICES.
- 1.2 Further Obligations.** Both Parties acknowledge that they shall have no further liability or obligation to each other unless specified by law or mutually agreed to in writing.

2.0 TERM AND TERMINATION

- 2.1** This Agreement will begin on the Effective Date and expire after 12 months of service have been performed, unless otherwise terminated sooner in accordance with this Agreement (**the "Term"**).
- 2.2 Termination without Cause.** Client may terminate this Agreement at any time by providing thirty (30) days' prior written notice of its intention to terminate this Agreement to the NCCHC Resources. The liability of Client for such termination will be limited to payment for Services performed and for the value of any non-cancelable obligations of NCCHC Resources as of the effective date of termination.
- 2.4 Termination for Cause.** Either Party may terminate this Agreement if the other has failed to fulfill any one of its obligations under this Agreement (**the "Breaching Party"**). In the event the Breaching Party is the Client, NCCHC Resources must provide thirty (30) days written notice to allow the Client to cure the breach. In the event the Breaching Party is NCCHC Resources, Client must provide thirty (30) days written notice to allow NCCHC Resources to cure the breach. The Agreement will terminate if the Breaching Party fails to cure the breach after the expiration of the requisite cure period.



2.5 If any law, regulation, court order or similar governing rules are amended in a way that precludes a Party from lawfully performing its obligations under this Agreement, either Party may terminate this Agreement effective upon the effective date of such amended rule. In any such termination, Client will pay NCCHC Resources for Services performed and for the value of any non-cancelable obligations of NCCHC Resources through the effective date of termination.

3.0 COMPENSATION AND INVOICES

3.1 Client shall pay NCCHC Resources in accordance with the fee structure outlined in **Exhibit B – Fee Structure**. The Fee Structure outlines all of the compensation due and owing to NCCHC Resources, including all out-of-pocket expenses which are incurred in connection with the performance of the Services.

3.2 Upon completion of the site visit, NCCHC Resources shall submit an invoice to Client for \$5,252.75. Upon submission of the final report, NCCHC Resources shall submit an invoice to Client to \$15,758.25.

3.3 Client will make payment to NCCHC Resources within thirty (30) days of the receipt of invoice.

4.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 NCCHC Resources hereby represents that:

4.1.1 All Services performed under this Agreement will conform to the requirements of this Agreement, including applicable federal and state law, rules and regulation (“Regulations”).

4.1.2 NCCHC Resources will perform Services and provide deliverables in a timely and professional manner by qualified professional personnel.

4.1.3 NCCHC Resources will perform its duties under this Agreement using its reasonable best efforts in the interest of Client. Client recognizes, however, that the NCCHC Resources does not have control over all of the variables related to outcome, including decisions made by Client, and therefore, the NCCHC Resources does not guarantee any particular outcome that may or may not result from the delivery of services.

4.2 Each Party represents that:

4.2.1 It is organized, validly existing and in good standing under the regulations of the jurisdiction in which it was organized.

4.2.2 This Agreement, when executed and delivered by it, will be the legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

4.2.3 It has not previously granted and will not grant any rights to any third party which are inconsistent with the rights granted herein.



4.3 Client represents that it will provide timely access to personnel, documents and other resources reasonably necessary for NCCHC Resources to perform its duties under this Agreement.

5.0 INDEPENDENT CONSULTANT

The relationship between the Parties established by this Agreement shall be solely that of independent consultants, and neither this Agreement nor the relationship created thereby shall cause either party to be designated as the agent, employer, legal representative, partner or joint venturer of the other party for any purpose whatsoever. Neither party is granted any right to create any obligation or responsibility or make representations, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner or thing whatsoever.

6.0 OWNERSHIP OF WORK PRODUCT

NCCHC Resources acknowledges that documents or material of any type and in any form (digital/electronic, hardcopy, etc.) created by NCCHC Resources in providing the services contemplated herein shall constitute “**works for hire**” and shall belong exclusively to and be the property solely of Client. As such, Client shall have the right to obtain and hold in its own name all copyrights, registrations and other protections which it may deem appropriate to the subject matter thereof and all extensions or renewals thereof. Consultant may maintain and use copies of all such documents and material for its internal purposes.

7.0 CONFIDENTIALITY

Each Party acknowledges that it may be furnished or may otherwise receive or have access to information which relates to the Other Party’s marketing plans, business plans, financial information, quality initiatives, and other sensitive and proprietary information, which is collectively referred to herein as “**Confidential Information.**” Confidential Information shall include information which: (i) has value because it is not generally known to the public; and (ii) the Party uses reasonable efforts to protect. Each Party shall keep all Confidential Information of the other Party in confidence and shall not use or disclose such Confidential Information except as expressly permitted herein or pursuant to legal process. Each Party shall use reasonable care, and in no event less than the same level of care as it would use for its own confidential or proprietary information to prevent unauthorized access to or disclosure of the Confidential Information. The obligations of each Party hereunder regarding Confidential Information shall apply to each Party’s staff, employees, contractors, representatives, and any others involved with the Services to be provided under this Agreement. All obligations regarding Confidential Information shall continue for three (3) years after termination of this Agreement. Upon termination of this Agreement, each Party shall promptly return or destroy all Confidential Information of the other Party that is in tangible form, and provide a written certification of same to the other Party upon request. Each Party shall be prohibited from discussing this Agreement or the Services



provided hereunder with representatives of the press or media, either directly or indirectly, without the other Party's express prior written approval.

8.0 THIRD PARTY BENEFICIARIES

The rights and obligations of each Party to this Agreement shall inure solely to the benefit of the Parties hereto, and no person or entity shall be a third-party beneficiary of this Agreement.

9.0 SUCCESSORS AND ASSIGNS

The provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, if any, successors and permitted assigns.

10.0 DISPUTES

10.1 In the event that the Parties are unable to resolve any dispute arising between them, the Parties hereby agree to resolve such dispute by arbitration conducted in accordance with the JAMS Streamlined Arbitration Rules and Procedures.

10.2 The sole venue for arbitration is Chicago, Illinois.

11.0 GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such jurisdiction and without giving effect to its choice or conflict of law rules or principles.

12.0 ASSIGNMENT

This Agreement may not be assigned by either Party without the express prior written consent of the other Party. Any attempted assignment without such consent will be null and void and of no effect.

13.0 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of work under this Agreement, NCCHC Resources will not discriminate against any employee or applicant for employment because of age, disability, race, religion, color, national origin, sex or any other characteristic protected by law.

15.0 ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement, along with Exhibits A and B, constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all prior verbal and written agreements. There will be no amendment, modification or waiver of any of the terms and conditions hereof unless in writing and executed by both Parties. Any prior verbal, written agreements and proposals are not



considered a part of this Agreement.

16.0 SEVERABILITY

This Agreement was drafted with the intent of complying with all applicable laws and, to the extent possible, will be interpreted in such manner as to be effective and valid under such laws. If any provision in this Agreement is in clear violation of the law, such provision will be unenforceable and removed from this Agreement with the other provisions remaining in full force and effect. In the event of such removal, the Parties will promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar as possible to the original provision.

17.0 CONTACTS AND NOTICES

All notices provided for in this Agreement will be in writing, duly signed by the Party giving such notice and delivered, mailed by registered or certified U.S. mail or sent by a nationally recognized overnight delivery service, as follows:

Client:

Ellis County, TX
Attn. County Judge
101 West Main Street
Waxahachie, TX 75165

NCCHC Resources:

NCCHC Resources, Inc.
Attn. Managing Director
1145 W. Diversey Parkway
Chicago, IL 60614

[signature line next page]



IN WITNESS WHEREOF, the Agreement is hereby executed by the duly authorized representatives of the Parties as of the Effective Date.

ELLIS COUNTY TEXAS

NCCHC RESOURCES, INC.

Signed: _____

Signed: _____

Name: __Todd Little _____

Name: __Fred Meyer _____

Title: ___ County Judge

Title: _Managing Director _____

Date: _____

Date: _____



EXHIBIT A – SERVICES

The Services to be performed by the NCCHC Resources shall include the outline in this Exhibit A and more specifically as outlined in the Statement of Work below.

STATEMENT OF WORK

Our Understanding of Your Needs

Ellis County's health services contractor of fourteen years recently provided notice of termination of their contract, with an end date of October 15, 2024. Ellis County intends to prepare a request for proposal (RFP) for health care services that are provided at the Wayne McCollum Detention Center. The County wants to continue to provide high-quality medical care for its incarcerated population. The County's first step in ensuring this continuation of services is to put together a top-line RFP for these health services. The RFP project will not include mental health services as those services are provided under a separate agreement. NCCHC Resources is exceptionally qualified to assist in the development of this document.

Our Approach

Kickoff Call

We will conduct a kickoff meeting to introduce you to the senior consultant, review the project objectives and timeline for delivery, and schedule a time for the consultant to visit your facilities.

Documentation Review

We will review current operational documentation, the monitoring visit reports, and the existing contract to identify key requirements that should be included in the RFP.

Site Visit

We will conduct a two-day site visit, with a correctional health care consulting lead.

During our site visit, the consultant will conduct the following activities:

- Review key medical delivery processes.
- Interview key personnel to discuss staffing and workflow that affect medical services.
- Interview county procurement staff who will be involved in the issuance of the RFP to understand what needs to be included in the requirements to conform with the county's procurement template and response scoring.
- Interview key staff to identify contract items that are working well for the County, where there are issues or dissatisfaction with the current terms.
- Interview key jail personnel to discuss jail management and its effect on the delivery of health services.
- Review intake and screening processes related to medical services.
- Review the medication administration process.
- Inspect the pharmacy (medication room) and the medication distribution system.
- Observe the receiving, segregation, and general housing areas.
- Review the medically supervised withdrawal (detoxification) procedures.
- Examine the equipment and supply needs for the medical unit.
- Assess the sick call process, receiving screening process, health assessments, management of communicable diseases, and process for chronic disease management through an examination of health records.



- Discuss key performance indicators with the County and potential financial levers that could motivate compliance.

We will conduct an oral exit conference at the conclusion of our on-site review.

Prepare RFP Requirements

We will draft the initial RFP requirements, incorporating the findings from our site visit, the information from your procurement department, and NCCHC Standards. These will include performance criteria, if desired in your contract, that will serve as the health services standards expected from the vendor.

Review of RFP Requirements

Once we have prepared the initial draft of the RFP requirements, we will work collaboratively with Ellis County staff to refine the requirements.

Delivery of RFP Requirements

Once there is consensus from the County about the requirements, we will deliver a final version of them for inclusion in the County's RFP package. Due to the short timeline for the vendor's contract termination, and the requirement for the RFP to be posted for thirty days, the final product will be delivered **within fifteen calendar days** of the conclusion of the site visit/remote work.



EXHIBIT B – FEE STRUCTURE

Based on our understanding of Ellis County’s desired outcomes as well as the scope and approach outlined in this proposal, our fees for this project are **\$21,011**. The fees include all expenses for the project.

Services will be billed according to the following milestone schedule:

Billing Schedule	
Milestone	Fee
Site visit completed	25% of fees
Final report delivered	Remaining Balance