

CONTRACT FOR SERVICES

This Contract for Services (the "Contract") is made and entered into as of the 11th Day of September, 2025, by and between **Lamb County Sheriff's Department**, 1200 E. Waylon Jennings Blvd., Littlefield, TX 79339 ("Sheriff's Department"), and **Bella Eroica, LLC**, P.O. Box 155, Shallowater, TX 79363 ("Provider").

1. DESCRIPTION OF SERVICES

Provider shall provide to the Sheriff's Department medical care services for persons incarcerated in the **Lamb County Jail**. Services include medical examinations, assessment, diagnosis, treatment, management, and delivery of care for ambulatory, acute, and chronic illnesses.

- **Excluded Services:** Psychiatric services and emergency care are excluded from this Contract. The Sheriff's Department will maintain alternate arrangements for these needs.
- **Services Provided:** On-site medical assessment, telemedicine services, telephone consultations, prescriptive services, laboratory ordering and interpretation, and appropriate interventions. The Provider will perform on-site medical examinations/evaluations for the Sheriff's Department on a weekly basis, for a period of up to two hours per week. The weekly hours shall be agreed upon and scheduled between the parties prior to.
- **Protocols for care:** The parties will establish and agree upon protocols for care, which will be implemented and utilized to ensure timely response and treatment to general, non-emergent complaints. Protocols will be evaluated and updated annually, and as needed for medical situations. Generally, inmates will be evaluated for complaint, documented, and treated accordingly.
- In the event on-site visits are not possible (e.g., weather or travel limitations), telemedicine may be substituted at the same rate as on-site services.
- All services shall be delivered in compliance with applicable Texas law and Texas Commission on Jail Standards (TCJS) requirements.
- Inmates will utilize the Sheriff's Department's existing system to make requests for medical evaluation as per existing rules and standards, policies and procedures. In the event an emergency evaluation is required, this process may be bypassed at the discretion of the Sheriff, Jail Administrator, or Senior Sheriff's Department officer on-site.

2. PAYMENT

- **Base Fee:** The Sheriff's Department shall pay the Provider \$1,500 per month for provision of the routine services described above in Section 1.

- **After-Hours Services:** Services requested outside of previously scheduled weekly hours shall be billed at \$125 per incident, **subject to a monthly cap of \$1,000 in additional charges**, unless otherwise authorized in writing by the Sheriff.
- **Invoices:** Invoices to the Sheriff's Department must itemize dates, times, and types of services provided. All billing and payment communications concerning services rendered by the Provider will be directed as specified, with invoices reflecting the per-service arrangement and any overdue balances accruing interest according to the stipulated rate. Payment is due within 30 days of receipt of invoice. The Sheriff's Department shall remit payment to the Provider at Bella Eroica LLC, P.O. Box 155, Shallowater, Texas 79363.
- **Late Payments:** Interest on overdue payments shall accrue at the lesser of 1.5% per month or the maximum rate allowed by Texas law. The Provider may not suspend services without at least 30 days' notice and coordination with the Sheriff's Department to ensure continuity of inmate medical care. In addition to any other right or remedy provided by law if the Sheriff's Department fails to timely pay for services rendered by the Provider, the Provider has the option to treat such failure to timely pay as a material breach of this Contract, and may cancel the Contract and/or seek available legal remedies.
- **Attorney Fees:** Each party shall be responsible for its own attorney's fees in the event of a billing dispute, unless a court of law orders otherwise.

3. TERM & TERMINATION

- This Contract shall remain in effect for one year from the Effective Date, and will automatically renew annually unless terminated.
- Either party may terminate this Contract with **30 days' prior written notice** (email notice is acceptable and will be deemed to have been received on the date it was sent). Written notice shall describe, in sufficient detail, the nature of default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by the party providing the notice, failure to cure the default(s) within the 30-day period shall result in automatic termination of the Contract.
- **Material Default:** The occurrence of any of the following shall constitute a material default under this Contract:
 - Failure to make required payment when due;
 - Insolvency or bankruptcy of either party;
 - Subjection of either party's property to any levy, seizure, general assignment for the benefit of creditors, application for or sale by any creditor or government agency; or
 - The failure to make available or deliver the services contracted in the time and manner provided for in this Contract.

- **Force Majeure:** If performance of this Contract or any obligation hereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control, and if the party unable to carry out its obligation gives the other party prompt written notice of such event, the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. This includes, but is not limited to: acts of God, fire, explosion, vandalism, storm, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, or work stoppages. The excused party shall use all reasonable efforts under their power to avoid or remove such causes of non-performance and must proceed to perform with reasonable dispatch whenever such causes are removed or otherwise cease to exist. An act or omission shall be deemed within the reasonable control of a party if it is committed, omitted, or caused by the party or its officers, employees, agents, or affiliates.

4. CONFIDENTIALITY & MEDICAL PRIVACY

- Provider and its employees, agents, and representatives shall comply with all applicable confidentiality laws, including HIPAA, TCJS standards, and Texas medical privacy statutes. Additionally, personal use of any information proprietary to the Sheriff's Department is strictly prohibited. This provision will continue and survive termination of this Contract.
- Upon termination, Provider shall return all records, notes, documentation, and other items to the Sheriff's Department.

5. INSURANCE & INDEMNIFICATION

- Provider shall maintain professional liability insurance, general liability insurance, and worker's compensation insurance with minimum coverage limits acceptable to the County, and shall provide proof of coverage upon request.
- Provider shall indemnify and hold harmless Lamb County, the Sheriff's Department, and their officers, employees, and agents from and against any claims, damages, or expenses (including reasonable attorney's fees) arising from Provider's negligence, willful misconduct, or failure to comply with applicable law.

6. STANDARD OF CARE

Provider shall perform services in a timely, competent, and workmanlike manner consistent with generally accepted medical standards of the Texas Medical Board and TCJS inmate healthcare standards and requirements.

7. DEFAULT & REMEDIES

If either party defaults, the non-defaulting party shall provide written notice describing the default. The defaulting party shall have 30 days to cure. If uncured, the non-defaulting party may terminate this Contract.

8. DISPUTE RESOLUTION

Parties shall attempt to resolve disputes through good faith negotiation and, if necessary, non-binding mediation. Nothing in this section limits either party's right to seek judicial relief. Venue shall be in Lamb County, Texas.

9. GENERAL PROVISIONS


- **Entire Agreement:** This Contract constitutes the full agreement and supersedes prior understandings. No other promises or conditions exist, whether oral or written, concerning the subject matter of this Contract.
- **Amendment:** Any amendment must be in writing and signed by both parties.
- **Severability:** If any provision of this Contract is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- **Notice:** Notices shall be sent by certified mail, hand-delivery, or via email to the addresses provided below.
- **Governing Law:** Texas law governs this Contract.
- **Interpretation:** Both parties have had the opportunity to review and modify this Contract, and it shall not be construed against either party as drafter.

10. EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient:

Lamb County Sheriff's Department

By: 
Name: Gary Maddox
Title: Lamb County Sheriff

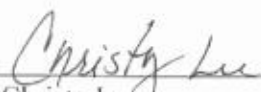
Date: 9-5-2025

1200 E Waylon Jennings Blvd.,
Littlefield, Texas 79339

gmaddox@nts-online.net

Service Provider:

Bella Eroica, LLC

By: 
Name: Christy Lee
Title: MSN, APRN, FNP-BC

Date: 8/29/25

P.O. Box 155,
Shallowater, TX 79363

e-mail: leelee13@yahoo.com