

STATE OF TEXAS COUNTY OF WEBB

PROFESSIONAL SERVICES AGREEMENT BETWEEN WEBB COUNTY AND DESI A. VASQUEZ, PH.D. FOR THE 406TH DISTRICT COURT, DRUG COURT PROGRAM; TEXAS OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION DRUG COURT GRANT **FUND NUMBER DJ-09-AI0-2056407**

This Contractual Agreement is made between the County of Webb, a political subdivision of Texas on behalf of the 406TH District, Judicial Adult Drug Court Program, hereafter referred to as “Webb County” and Desi A. Vasquez, Ph.D. (hereinafter referred to as “Psychologist”)

RECITALS

WHEREAS, Webb county through 406th Judicial District Adult Drug Court Program is authorized by Chapter 469 of title Texas Health and Safety Code to provide an alternative to traditional criminal sanctions for eligible participants of the Drug Court Program; and

WHEREAS, one of the goals of Webb County and the 406th Judicial District Adult Court Program is to assist participants of the Drug Court Program that require adequate mental health services; and

WHEREAS, Webb County desires to engage the services of an outside Psychologist to perform the services in this regard; and

WHEREAS, Desi A. Vasquez, PH.D. is capable of provided MH services and desires to render services for participants of Webb County 406th Judicial District Adult Drug Court Program on the terms and conditions provided herein; and

WHEREAS, this agreement complies with the funding requirements of the State of Texas, Office of the Governor,

NOW THEREFORE, Webb County hereby retains the services of Desi A. Vasquez, PH.D., as a Psychologist and agrees to render its services as follows:

SERVICES

Desi A. Vasquez, PH.D. shall provide MH care; substance abuse screening, mental health assessment, group therapy, ten(10) parenting therapy sessions, twenty six (26) anger management therapy sessions, coaching, cognitive and life skills therapy sessions, substance abuse individual and group treatment/therapy recommendations;

CONFIDENTIALITY

Any reports, information, data or studies given to or assembled by Psychologist under this agreement shall be kept confidential and shall not be made available to any individual or organization without prior written approval of Webb County, unless otherwise provided by law. Webb County and Desi A. Vasquez agree and acknowledge that all project patient information and records are confidential and may be disclosed and used only in accordance with Alcohol and Drug Abuse Patient Records Regulations, 42 CFR 2. Webb County and Desi A. Vasquez, PH. D. shall further comply with any and all regulations under the Health Insurance Portability and Accountability Act, the Program's Privacy Rules, and the Participants' Consent Rules.

TERM

This agreement shall be in effect and shall commence on September 1, 2014 and shall terminate on August 31, 2015. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

COMPENSATION

For services rendered hereunder Webb County will compensate Desi A. Vasquez, PH. D. an amount not to exceed fifteen thousand dollars (\$15,000.00). Webb County shall make monthly payments after Desi A. Vasquez, PH. D., has submitted and itemized request for payment, which shall include the nature of the services provided, to 406th Judicial District Adult Court Program.

INSURANCE

In order to protect Webb County and 406th Judicial District Adult Drug Court Program; Desi A. Vasquez, PH. D. shall maintain a policy of professional liability insurance and shall further identify and hold Webb County harmless from any and all claims arising out of the performance of his/her duties under this agreement.

TERMINATION

This contract may be terminated by Webb County at any time on 30 days written notice to Desi A. Vasquez, PH. D.

ASSIGNMENT

Neither this agreement nor any duties or obligations hereunder shall be assignable by Desi A. Vasquez, PH. D. without prior written consent of Webb County.

SUCCESSORS AND ASSIGNS

Subject to the provision regarding assignment, this agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.

GOVERNING LAWS

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of Texas, Jurisdiction and venue for any action or claim arising out of this Agreement shall be in the Federal and/or State Courts of Webb County, Texas.

NOTICES

Any notice required hereunder shall be in writing and hand delivered or mailed to the respective parties as follows:

TO: WEBB COUNTY
Honorable Danny Valdez
Webb County Judge
1110 Victoria
Laredo, Texas 78040

AND

TO: Desi A. Vasquez, PH. D.
Psychologist

INDEPENDENT CONTRACTOR

It is intention of the parties that under this agreement Desi A. Vasquez, PH. D. is an independent contractor and not an employee of Webb County or of the Webb County 406th Judicial District Adult Drug Court Program. No term or provision of this Contract shall be construed as making Desi A. Vasquez, PH. D., or any of its agents, servants and employees the agents servants or employees of Webb County or making Desi A. Vasquez, PH. D. or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensations, which Webb County provides its employees.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement,

statement, or promising relating to this subject matter of this agreement that is not contained herein shall be valid or binding unless writing signed by both parties.

IN WITNESS HEREOF we have affixed our signatures on this ____day of _____, 2014.

Signed by:

Desi Alonzo Vasquez, Ph. D.
Psychologist

Designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

COUNTY OF WEBB:

The Honorable Danny Valdez
Webb County Judge

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco A. Montemayor
Webb County Attorney

***By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s)**