

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN WEBB COUNTY AND JESSE GERARDO HERNANDEZ, AS EVALUATOR FOR  
THE 406<sup>TH</sup> DISTRICT COURT, DRUG COURT PROGRAM EXPANSION AND  
ENHANCEMENT PROJECT, SUBSTANCE ABUSE MENTAL HEALTH SERVICES  
ADMINISTRATION (SAMHSA) GRANT FUND NUMBER 1H79TI024197-03**

This Agreement, is made and effective the 1st day of October, 2014 by and between WEBB COUNTY, a political subdivision of the State of Texas on behalf of the 406th District Court Drug Court Program, hereafter referred to as Webb County, and, La Familia Consulting & Counseling Services, L.C. hereinafter referred to as Evaluator.

**RECITALS**

**WHEREAS**, Webb County through the 406th District Court Drug Court Program is authorized by Chapter 469 of the 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 the Webb County and the 406th District Court Drug Court Program is to assist participants of the Drug Court Program in modifying their behavior so that they may be re-integrated into society as socially acceptable, self-sustaining and productive citizens of the community; and

**WHEREAS**, Webb County desires to secure professional services to evaluate and monitor the 406th District Court Drug Court Program Expansion and Enhancement Project, Substance Abuse Mental Health Services Administration (SAMHSA) grant fund number 1H79TI024197-03; and

**WHEREAS**, Evaluator has the experience and qualifications required to provide professional services to the Webb County 406th District Court Drug Court Program on the terms and conditions provided herein; and

**WHEREAS**, Evaluator shall to the satisfaction of Webb County and its grantor, evaluate and monitor program activities as requested and described in this Agreement.

**NOW, THEREFORE**, Webb County hereby retains the services of the Evaluator, and Evaluator agrees to render professional services, set out and described below, to the 406th Services Administration District Court Program Expansion and Enhancement project, Substance Abuse Mental Health (SAMHSA) grant fund number 1H79TI024197-03, hereinafter referred to as Project:

**TERM**

1. The term of this Agreement shall be for a period of 12 months beginning on October 1, 2014 and ending on September 30, 2015, provided WEBB COUNTY is awarded funding for the year and both parties are satisfied with the working arrangements governed by this Agreement.

## **PROFESSIONAL SERVICES AND DUTIES OF EVALUATOR**

2 Evaluator shall monitor the performance and compliance of the Project with Model fidelity to keep Court personnel and the Council's Executive Director and all program staff aware of program standards and issues;

3 Evaluator shall develop a methodology for cross-referencing client and program outcomes and contextual factors in order to develop a complete picture of how clients are responding to treatment and services;

4 Evaluator shall review the goals and objectives, attached hereto as Exhibit A and incorporated herein as if fully set out, to determine and insure that the program is meeting the described needs, key activity milestones, goals, objectives, and outcomes;

5 Evaluator shall assess the success of the coordinated outreach, infrastructure development and service delivery approach and develop recommendations to improve the system;

6 Evaluator shall prepare and submit monthly and annual performance reports that shall include the following:

- A. A comprehensive review of performance measures, goals, objectives and outcomes and early identify and address implementation concerns through quality assurance, program management and the program advisory board;
- B. Identification and documentation of all issues, including barriers and benefits, throughout the project;
- C. Document and report program adjustments to barriers;
- D. Review of program according to timelines established by the grant application;
- E. Review of goals and objectives to measure whether they are being met in a timely manner to insure achievement.
- F. Respond to the designated outcome questions and designated process questions, attached hereto as Exhibit B.

7 Evaluator shall administer evaluation tools, analyze data collected and recommend program changes if needed;

8 Attend and participate in quarterly cross-agency team meetings to review client and program progress;

9 Evaluator shall attend the annual National Drug Court Conference (where scheduled) and the Annual Joint Grantee Meeting [5MM-ISA] (where scheduled);

10. Evaluator shall perform any and all other services as described in Program's grant application whether they are stated herein or not.

### **WEBB COUNTY OBLIGATIONS**

11. WEBB COUNTY, by and through 406<sup>th</sup> District Court Drug Court Program, will be responsible for:

- A. A Program staff secretary shall maintain all data needed to be organized, analyzed and assessed by the Evaluator;
- B. Collecting and reporting client-level data consistent with SAMHSA's requirements and will ensure the quality and security of all data collected;
- C. Identify and address barriers to the collection of client-level data and relay these potential barriers to the Evaluator;
- D. Maintain the technological infrastructure (PCs, LAN, internet access) needed to communicate with the Evaluator to ensure the flow of data and other relevant information;
- E. Maintain a Quality Assurance Management team consisting in part of the Program Director, and Treatment Director which will work with the Evaluator to implement his recommendations for maintaining and/or improving the program;
- F. Respond to Evaluator's request for information or data on a timely basis;
- G. Coordination and preauthorization of the Evaluator's travel expense (Hotel, Meals, and transportation) for the annual National Drug Court Conference (where scheduled) and the annual Joint Grantee Meetings (where scheduled) [5MM-ISA] and thereafter reimbursement of said expenses.
- H. Coordination and preauthorization of the Evaluator's travel expense (Hotel, Meals, and transportation) as necessary, for trainings and evaluation reports and thereafter reimbursement of said expenses.

### **DEVOTION OF TIME**

12. Evaluator shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of its services. The Evaluator may request amendment cost of all additional services to Webb County under this Agreement only by stating the exact amount cost and shall be submitted for WEBB COUNTY's approval. No additional services shall be provided or billed for without the prior written approval of WEBB COUNTY.

### **CONFIDENTIALITY**

13. Any reports, information, data or studies given or assembled by Evaluator under this Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of WEBB COUNTY, unless otherwise required by law. Evaluator shall further comply with any and all regulations under the Health Insurance Portability and Accountability Act, the Alcohol and Drug Abuse Patient Records Regulations found at 42 CFR 2, the Program's Privacy Rules, and the Participant's Consent Rules.

### **INDEPENDENT CONTRACTOR**

14. It is the intention of the parties that under this Agreement the Evaluator is an Independent Contractor and not an employee of Webb County. In this regard, Webb County shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of Evaluator's profession.

In order to protect Webb County, Evaluator shall maintain a policy of professional liability and vehicle liability insurance. The Evaluator shall further indemnify and hold Webb County harmless from any and all claims arising out of the performance of his duties under this Agreement.

### **PERSONNEL AND EQUIPMENT**

15. Evaluator agrees to provide all equipment and personnel with the required skills, expertise and resources needed to perform the above mentioned services at no additional cost to Webb County.

### **NON-ASSIGNABILITY**

16. Evaluator shall not assign any interests in this Agreement nor delegate the performance if any of his duties herein specified without the written consent of Webb County.

### **GOVERNING LAW**

17. This Agreement shall be governed and construed according to 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

### **ENTIRE AGREEMENT**

18. This Agreement supersedes any and all prior agreements between Webb County and Evaluator whether written or oral. If any item, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the Agreement and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

## AMENDMENT

19. This Agreement may only be amended by the mutual agreement of the parties hereto in writing.

## PROFESSIONAL FEES AND EXPENSES

20. In consideration for the Professional Services to be performed by Evaluator under this Agreement, Webb County shall pay Evaluator not more than \$2,084.00 per month, for time spent on evaluation, monitoring and other professional services defined herein. Evaluator shall submit written, signed reports of the time spent performing the services described herein, itemizing in reasonable detail the dates on which services were performed, the number of hours spent on such dates and a brief description of the services rendered. Webb County shall pay Evaluator the amounts due pursuant to submitted invoices within 30 days after such reports are received by Webb County. The payment of fees shall not exceed \$25,000.00 on an annual basis and may be adjusted in years subsequent to the 2014-2015 award year based on funds awarded by grantor (SAMHSA).

21. Travel expense reimbursement rate will be at the state per diem rate for travel, lodging, and meal expenses. Such other reasonable expenses will be agreed upon by both parties before authorization. Evaluator shall submit a Travel/Expense Reimbursement Claim Form [attached as Exhibit C] along with written documentation when requesting travel reimbursement.

22. Webb County shall compensate Evaluator not more often than monthly upon his submission of fee invoices and Travel/Expense Reimbursement Claim Forms, if any, to the **Honorable Oscar J. Hale, Jr. Judge 406<sup>th</sup> District Court, Webb County, Texas, 1110 Victoria Street, Suite 402, Laredo, Texas 78040.**

## TERMINATION

23. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Evaluator will be paid to the date of termination and final payment will be prorated if termination date falls prior to month end.

## IMMUNITY

24. Webb County does not and shall not waive or relinquish any immunity or defense on behalf of itself, its commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

## ADDITIONAL PROVISIONS

25. This Agreement is made as a result of the 406<sup>th</sup> District Court Drug Court Program Expansion and Enhancement Project, Substance Abuse Mental Health Services Administration (SAMHSA) grant fund number 1H79TI024197-03, which has been awarded to Webb County. The Assurances and Certifications of

the grant application are reflected in Substance Abuse Mental Health Services Administration (SAMHSA) grant fund number: 1H79TI024197-03 and incorporated herein as if set out in full. Evaluator has received a true and correct copy of said Assurances and Certifications and agrees to abide by those Assurances and Certifications for the duration of the Agreement.

**NOTICES**

26. Unless otherwise provided in this Agreement, all notices shall be in writing. All notices shall be shall be delivered by personal delivery or by United States mail, first-class, postage prepaid, return receipt requested. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States mail, first-class, postage prepaid, return receipt requested. Notices shall be delivered to the following addresses:

**To Webb County: Honorable Danny Valdez  
Webb County Judge  
1000 Houston Street  
Laredo, Texas 78040**

**And**

**Honorable Oscar J. Hale, Jr.  
Judge 406<sup>th</sup> District Court, Webb County, Texas  
1110 Victoria Street, Suite 402  
Laredo, Texas 78040**

**To Evaluator: La Familia Consulting & Counseling Services, L.C.  
1319 Corpus Christi  
Laredo, Texas 78040**

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

**WITNESS OUR HANDS EFFECTIVE the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

**WEBB COUNTY, TEXAS: 406<sup>th</sup> DISTRICT COURT DRUG COURT  
PROGRAM EVALUATOR:**

**By: \_\_\_\_\_  
Danny Valdez  
Webb County Judge**

**By: \_\_\_\_\_  
La Familia Consulting & Counseling  
Services, L.C.**

**By: \_\_\_\_\_  
Oscar J. Hale, Jr., Presiding Judge  
406<sup>th</sup> District Court Drug Program**

**ATTESTED:**

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Margie Ramirez Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

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Marc 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 attorneys.

**EXHIBIT A**

Resources (Needs)	Program Components (Activities)	Outputs (Objectives)	Outcomes (Goals)
<p>1. Drug court treatment services are fragmented due to lack of funding for comprehensive services; no licensed site integrated with the 406th District Court-Drug Court Program</p>	<p><b>1. Screening/Assessment</b>            2. Community based counseling            3. Group therapy            4. Continuum of care            5. Brief interventions            6. Relapse prevention            7. Outpatient treatment (TRA) TDSHS funded            8. Specialized female treatment (TRF) TDSHS funded            9. Random saliva testing</p>	<p>1. At least 100 persons arrested for Felony and misdemeanor drug offenses will be admitted to the 406th District Drug Court-Drug Court Program in year 1 and 150 persons each in year 2 and year 3 of the Award.</p> <p>2. At least 85% of participants in Drug Court services will reduce the frequency of alcohol and other drug use as measured by saliva testing results.</p> <p>3. At least 70% of the eligible participants will complete the program successfully. 4. 100% of participants who graduate will have a long-term sobriety and relapse prevention plan using Groski's CENAPS model</p>	<p>To promote self-sufficiency by reducing drug and alcohol abuse through Drug Court treatment</p>
<p>2. Persons arrested for felony and misdemeanor drug offenses need to be motivated for Drug Court compliance, including retention, completion and drug and alcohol usage</p>	<p>1. Motivational Enhancement Therapy (MET)            2. Matrix Model            3. Case managers            4. Referrals            5. Justice system (Judge, Prosecutor, Defense, Probation) provide rewards and incentives</p>	<p>1. 100% of participants referred will be actively receiving drug and alcohol abuse treatment at any given time and will complete MET and the Matrix Model Protocol as measured by treatment provider verification reports.</p> <p>2. At least 80% of the participants who complete Drug Court will be employed upon graduation as measured by case management employment verification reports.</p>	<p>To provide an Integrated program of drug and alcohol treatment, education, and rehabilitation services</p>
<p>3. Persons arrested for felony and misdemeanor drug offenses have a high incidence of mental health and health issues, and are also at contracting HIV/AIDS/STDs, Hepatitis C</p>	<p>1. Co-occurring Psychiatric and Substance Abuse Disorders (COPSD)            2. Case managers            3. Referrals            4. Counseling-Testing - Referral (CTR), Health Education-and Risk Reduction (HERR)</p>	<p>1. 100% of participants with co-occurring psychiatric and substance abuse disorders will be referred to COPSD services and to appropriate mental health providers including, but not limited to, Border Region MHMR.</p> <p>2. 100% of participants will be referred for health services to appropriate health care providers including, but not limited to, Gateway Community Health Center.</p> <p>3. 100% of all participants will be referred for comprehensive HIV/AIDS/STD/Hepatitis C prevention, education and CTR services.</p>	<p>To improve mental health and general health status for drug court participants as well as prevention and treatment of infectious diseases</p>



<p>4 Persons arrested for felony and misdemeanor drug offences are often rearrested</p>	<p>1. Justice System (Judge, Prosecutor, Defense, Probation) provide rewards and incentives, as well as sanctions</p>	<p>1. No more than 5% of participants who graduate from the program will be rearrested within 6 months after graduation. 2. No more than 10% of participants who graduate from the program will be rearrested within t year after graduation.</p>	<p>To promote public safety by reducing recidivism</p>
<p>5. Persons arrested for felony and misdemeanor drug offenses increase the cost to operate the justice system, and those who are parents are also involved with CPS</p>	<p>1. Justice System (Judge, Prosecutor, Defense, Probation) provide rewards and incentives, as well as sanctions 2. Council staff will explore all funding avenues</p>	<p>1. To reduce costs to the criminal justice system by 10% 2. Not more than 5% of participants who graduate from the program will have child abuse or neglect allegations filed within 1 year after graduation, thereby reducing costs to the criminal justice system. 3. Program staff will pursue additional funding from Texas Department of Health Services, Webb County, private foundations and other sources to continue services beyond end of grant period.</p>	<p>To evaluate the cost-effectiveness of the program and to promote future funding and development of the program with diversified funds</p>

**Unduplicated Number of Individuals to be served: Amended**

Year 1 (9 Months of Operation)	Year 2	Year 3
75	85	100

## EXHIBIT B

### DESIGNATED OUTCOME QUESTIONS

1. What was the effect of the Drug Court intervention on participants? *[Evaluator shall use pre- and post-intervention GPRA data collection to answer this question]*
2. What program/contextual factors were associated with outcomes?
3. How did the policies and procedures of the Drug Court affect participant success?
4. What factors in the administration of the Court's mandated interventions were associated with long-term sobriety at follow-up?
5. Which, if any, factors in the administration of the Court's mandated interventions were associated with relapse?
6. What individual factors were associated with outcomes? *[Evaluator shall use client information data, collected and captured through a global assessment. that includes many individual factors, during the intake process]*
7. How durable were the effects? *[The Evaluator shall measure the durability of effects through follow-up GPRA data that are collected at 6 months and 12 months. It is expected that most participants will complete the MET counseling sessions approximately 3 months after admission and the Matrix Model approximately 8 months after admission. This will allow the program Evaluator to assess durability at two points upon completion of the program.]*

### DESIGNATED PROCESS QUESTIONS:

8. How closely did implementation match the plan? *[Evaluator shall the program from a qualitative viewpoint. The evaluator will regularly communicate with the project director and the 406<sup>th</sup> District Court Drug Court Team and monitor activities according to the grant application proposal's narrative, timeline and other expected measures of activities. Activities will be documented regularly to assess implementation fidelity.]*
9. What types of deviation from the plan occurred? What led to the deviations? And what effect did the deviations have on the planned intervention and performance assessment? *[If there are deviations from the fidelity of the implementation plan, the evaluator will document them and the barriers, concerns and contextual factors that required the program deviation. In addition, the evaluator will provide additional assessment of the deviation to document the effects produced by the deviation. The Evaluator shall include whether the deviation impacted processes or outcomes.]*
10. Who provided (program staff) what services (modality, type, intensity, duration) to whom

EXHIBIT C

406<sup>TH</sup> DISTRICT COURT DRUG COURT PROGRAM EXPANSION AND  
ENHANCEMENT  
PROJECT EVALUATOR TRAVEL/EXPENSE REIMBURSEMENT CLAIM FORM

DATE SUBMITTED: \_\_\_\_\_

REQUESTED GRAND TOTAL: \$ \_\_\_\_\_

DEPARTMENT HEAD

CERTIFICATION TO THE  
COUNTY AUDITOR:

*I hereby certify that the travel described above is true and correct, and necessary to the provision of professional services by Jesse Gerardo Hernandez to Webb County, Texas. I further certify that this travel will not be reimbursed by any other entity.*

\_\_\_\_\_  
Oscar J. Hale, Jr., Judge 406<sup>th</sup> District Court

CERTIFICATION BY LA FAMILIA CONSULTING & COUNSELING  
SERVICES, L.C., EVALUATOR/CLAIMANT

*I hereby certify that the information contained on this form is true and correct. I have attached documentation of the actual expenditures for the funds requested pursuant to this form.*

\_\_\_\_\_  
La Familia Consulting & Counseling Services,  
Evaluators/Claimants

TRAVEL DATES: \_\_\_\_\_

MILEAGE: Round trip to Laredo from \_\_\_\_\_ = \_\_\_\_\_ miles @\$ .50 mile = TOTAL: \$ \_\_\_\_\_

AIR FARE: Round trip to and from Laredo, Texas to \_\_\_\_\_ = TOTAL: \$ \_\_\_\_\_

MEALS:

\_\_\_\_\_ Breakfasts @ \$10.00 each = \$ \_\_\_\_\_

\_\_\_\_\_ Lunches @ \$14.00 each = \$ \_\_\_\_\_

\_\_\_\_\_ Dinners @ \$16.00 each = \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

LODGING: [SUGGESTED RATES U.S. GENERAL SERVICES  
ADMINISTRATION PERDIEM RATE CHART ATTACHED]

\_\_\_\_\_ night (s) on trip @ \_\_\_\_\_ per night = TOTAL \$ \_\_\_\_\_

OTHER EXPENSES (receipts required):\$ TOTAL \$ \_\_\_\_\_