

STATE OF TEXAS §

COUNTY OF WEBB §

CONTRACTUAL AGREEMENT BETWEEN WEBB COUNTY AND COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT (CSCD) FOR THE 406TH JUDICIAL DISTRICT, ADULT DRUG COURT PROGRAM TEXAS OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION DRUG COURT GRANT FUND NUMBER 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 the Community Supervision and Corrections Department, hereinafter referred to as “CSCD.”

NOW, THEREFORE, Webb County hereby retains the services of CSCD, and CSCD agrees to render his services as follows:

I.

SERVICES

CSCD shall provide the following monitoring services as requested by Webb County for participants of the Webb County 406th Judicial District Adult Drug Court Program. CSCD agrees to provide a Certified Lab Technician responsible for storing, securing and testing all questionable urine analysis specimens collected for the following substance(s): marijuana, cocaine, opiates, benzodiazepine, and synthetic drugs. Certified Lab Technician is also responsible to perform quality control tests and calibration of the Drug Testing machine as needed. CSCD Certified Lab Technician will provide court testimony for all contested drug test results when necessary.

II.

EQUIPMENT AND FACILITIES

CSCD shall provide the facilities needed by Webb County to conduct urinalysis testing and will contract with licensed vendors to provide necessary equipment for monitoring services hereunder. In addition, CSCD agrees to provide employees Certified in installation, maintenance and removal of devices.

III.

CONFIDENTIALITY

Any reports, information, data or studies given to or assembled by CSCD 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 CSCD 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 Regulation, 42 CFR 2. Webb County and CSCD shall further comply with any

and all regulations under the Health Insurance Portability and Accountability Act, the Program's Privacy Rules, and the Participant's Consent Rules.

IV.

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.

V.

COMPENSATION

For services rendered hereunder, the CSCD shall be entitled to an amount not to exceed Fifteen Dollars (\$15.00) per each Urine Analysis (UA) through quality control tests and calibration of the Drug Testing machine per UA re-tested. Webb County shall make payment after CSCD has submitted an itemized request for payment, which shall include the name of the Drug Court participant serviced and the nature of the services provided, to Webb County.

VI.

INSURANCE AND INDEMNIFICATION

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

VII.

TERMINATION

This contract may be terminated by Webb County at any time on thirty (30) days written notice to CSCD.

VIII.

ASSIGNMENT

Neither this agreement nor any duties or obligations hereunder shall be assignable by CSCD without prior written consent of Webb County.

IX.

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.

X.

GOVERNING LAW

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.

XI.

NOTICES

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

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

AND

TO: COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT
Melinda Vidaurri-Galvan
Executive Director
Webb County CSCD
1110 Victoria, Suite 104
Laredo, Texas 78040

XII.

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

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

SIGNED BY:

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

COUNTY OF WEBB:

By: _____

Honorable Danny Valdez
Webb County Judge

Melinda Vidaurri-Galvan
CSCD Executive Director

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).