

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
WEBB COUNTY AND HOMERO R. SANCHEZ, M.D.
FOR WEBB COUNTY JAIL INMATE MENTAL HEALTH SERVICES**

This agreement is made between WEBB COUNTY, a political subdivision of the State of Texas, acting by and through its County Judge, as authorized by its Commissioners Court hereinafter referred to as "County" and Homero R. Sanchez, M. D., hereinafter referred to as "Physician". This Agreement was approved by the Webb County Commissioners Court at a duly noticed public meeting on January 13, 2014.

RECITALS

WHEREAS, County maintains, under the direction of the Webb County Sheriff, an Adult Detention Facility located at the Webb County Law Enforcement Center, 1000 Washington St., Laredo, Webb County, Texas, hereinafter referred to as "Jail"; and

WHEREAS, yearly large numbers of mentally disordered adults are incarcerated at the Webb County Law Enforcement Center, 1000 Washington St., Laredo, Webb County, Texas and certain detainees at said facility require adequate mental health services while in custody or referral to other treatment resources if that is in the best interest of the mentally disordered individual and the community; and

WHEREAS, County desires to engage the services of an outside Physician to perform such mental health services as may be required; and

WHEREAS, Homero R. Sanchez, M.D., is a medical doctor licensed by the State of Texas, is qualified and capable of providing mental health services and desires to render mental health services to Webb County and its Jail detainees on the terms and conditions provided herein; and

NOW, THEREFORE, County hereby retains the services of Homero R. Sanchez, M.D., as Psychiatrist to render mental health services to Webb County Law Enforcement Center detainees and Homero R. Sanchez, M.D., agrees to render the professional services set out and described below, to Webb County Law Enforcement Center detainees.'

I.

TERM

The term of this Agreement shall be for a period effective October 1, 2013 and ending on September 30, 2016. Notwithstanding any other provisions of this Agreement. County's obligations to pay any amount due under this agreement are contingent upon availability and continuation of funds for the payments and other obligations due hereunder. The County may terminate this agreement for non-appropriation of funds, and all payments obligations of the COUNTY cease on the date of termination.

Should termination be accomplished in accordance with this Section, the COUNTY shall be liable only for payments due through the date of termination. This provision shall not be construed to abridge any other right of termination County may have.

Either party may terminate this agreement by giving thirty (30) days prior written notice to the other party.

II.

SERVICES

Physician will provide mental health care to detainees at the Webb County law enforcement center that do not qualify for mental health services through other mental health care agencies. Physician shall provide visits on an as needed basis on-site at the Webb County Law Enforcement Center for the purpose of providing all necessary mental health services to adult detainees. Physician's hours may vary depending on the number of detainees to be examined and the nature of services to be provided. In providing services, the Physician will accommodate the inmates' needs as well as the work schedule and needs of the Mental Health Coordinator/Screenener. Physician will work with the Mental Health Coordinator/Screenener to provide the best possible care and services within the jail facility. Additionally, Physician will be available by telephone for consultation as needed.

1. Physician agrees to perform mental health assessments/ evaluations of all detainees referred for mental health services by the medical staff of the Webb County Law Enforcement Center or by a physician under contract with Webb County to gather psychological, mental health and substance abuse histories and assess current psychological symptoms.
2. Physician shall review the mental health assessments performed by the Webb County Jail's Mental Health Specialist to ensure that the detainees are mentally able to safely remain incarcerated.
- 3, Physician shall make himself available by telephone to nursing staff and the Mental Health Specialist for consultation in case of emergencies and urgent needs.
4. Physician will see detainees for evaluation and treatment at Physician's earliest opportunity and detainees will be kept under observation and/or suicide watch, as appropriate, until Physician is able to see the detainee.
- 5, Physician shall monitor detainees with mental health issues as medically needed by said detainees.

6. Physician shall provide crisis consultation and recommendations to ameliorate symptoms of psychiatric/psychological decompensation.
7. Physician will provide support to the Mental Health Specialist and the nursing staff to ameliorate symptoms of detainees.
8. Physician shall provide management of acute psychiatric episodes, stabilization and treatment of mental disorders and determine a short term treatment and/or stabilization of detainees which may include issuing prescription of psychotropic medication where indicated.
9. The Physician shall maintain complete and accurate records of all care treatment, and examinations of all detainees.

III.

FACILITIES

County shall provide examination facilities on the premises of the Law Enforcement Center. Mental health services shall be performed at this location unless good medical practice and conditions at the County facilities dictate that they must be performed elsewhere.

IV.

CONFIDENTIALITY

Any records, reports, information, data or studies given to or assembled by Physician 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. County and Physician agree and acknowledge that all patient information and records are confidential and may be disclosed and used only in accordance with Alcohol and Drug Abuse Patient Records Regulation, 42 C.F.R. 2. County and Physician shall further comply with any and all Webb County Law Enforcement Center (Jail) Privacy Rules.

V.

HIPAA REQUIREMENTS

County and Physician agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current regulations promulgated hereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions

contained in 45 C.F.R., Parts 160 and 162, and state privacy law, as codified in Texas Health & Safety Code Chapter 181, Sections 181.001 et seq. ("Texas Privacy Law") and any regulations thereto, all collectively referred to herein as "HIPAA Requirement.

Both parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d and Texas Privacy Law), other than as permitted by HIPAA Requirements and the terms of this Agreement. Either party will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations and Texas Privacy Law.

VI.

COMPENSATION

~~For services rendered hereunder, Webb County will compensate Physician at the rate of Two Hundred Fifty Dollars (\$250.00) per hour for the time expended in rendering the services outlined in Section II of this agreement. On the first day of each month, Physician shall submit an itemized request for payment, which shall include the names of the inmates assessed, evaluated or treated; the general nature of the services provided; the date the services were rendered; the amount of time expended for such services; and the charge for those services. It is agreed and understood that the fees to be paid pursuant to this agreement shall not exceed Thirty Six Thousand Dollars (\$36,000.00) annually.~~

For the services rendered hereunder, Webb County will compensate Physician a fixed sum of Three Thousand Five Hundred Dollars (\$3,500.00) per month. Said sum shall be payable in arrears on the first day of each month. All services described under Section II (Services) are included in the monthly fixed fee, regardless of number of detainees serviced at jail facility, by phone and/or at Physician's office. It is agreed and understood that the fee to be paid pursuant to the terms of this service contract shall not exceed Forty-Two Thousand Dollars (\$42,000.00) annually.

VII.

INSURANCE AND INDEMNIFICATION

It is the intention of the parties that the Physician be an independent contractor and not an employee under this agreement and, in order to protect County from liability, Physician shall maintain a policy of malpractice insurance in the minimum amount of \$200,000.00 per occurrence /\$600,000.00 annual aggregate as primary coverage with companies and under policies deemed acceptable by County and shall further indemnify and hold County harmless from any and all claims arising out of the performance of his duties under this agreement.

VIII.

INELIGIBLE PERSONS

Both Parties certify that they are not excluded from any federal or state healthcare program, not under investigation or otherwise aware of any circumstances which may result in being excluded from participation in any federal or state program. In the event a party becomes excluded from any federal or state healthcare program, the Agreement may terminate immediately.

IX.

IMMUNITY

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

X.

ASSIGNMENT

Neither this agreement nor any duties or obligations hereunder shall be assignable by Physician.

XI.

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.

XII.

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. This Agreement is performable in Webb County, Texas, and 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.

XIII.

INDEPENDENT CONTRACTOR

It is the intention of the parties that under this agreement Physician is an independent contractor and not an employee of Webb County or of the Webb County Sheriff's Office. 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 Physician's profession. No term or provision of this Contract shall be construed as making Physician, or any of his agents, servants, or employees the agents, servants, or employees of Webb County, or making Physician or any of his employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Webb County provides its employees.

XIV.

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.

XV.

INCONSISTENCIES

Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

XVI.

SEVERABILITY

Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

XVII.

AMENDMENT

No changes to this Agreement shall be made except upon written agreement of both parties.

XVIII.

HEADINGS

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

XIX.

WAIVER

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

XX.

COUNTERPARTS

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

XXI.

TERMINOLOGY AND DEFINITIONS

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

XXII.

NOTICES

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

To: **Webb County**

Webb County Sheriff's Office

902 Victoria Street
Laredo, Texas 78040

Attn: Jose Angel Lopez III,
Finance Director
To: **Physician**

Homero R. Sanchez, M.D.
6262 McPherson Road, Ste, 209
Laredo, Texas 78041