

STATE OF TEXAS  
COUNTY OF WEBB

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### PROFESSIONAL MEDICAL SERVICES AGREEMENT

This agreement is made and entered into by and between the Webb County Juvenile Board, acting herein through Judge Hugo D. Martinez, Chairperson of the Webb County Juvenile Board, hereinafter referred to as "Webb County Juvenile Board" for the Judge Solomon Casseb, Jr., Webb County Youth Village, and Dr. Carlos N. Hornedo, M.D., hereinafter referred to as "Service Provider".

#### RECITALS

WHEREAS, Webb County Juvenile Board provides for a Juvenile Detention Facility (Judge Solomon Casseb Juvenile Justice Center) located at 111 Camino Nuevo Road Hwy, 359 in Laredo, Webb County Juvenile Board, Texas; and

WHEREAS, Juvenile Detainees at said Juvenile Justice Center facility may require medical services;  
and

WHEREAS, Webb County Juvenile Board desires to engage the services of an outside medical physician to perform such medical services as may be required, and

WHEREAS, Service Provider is a physician licensed to practice medicine in the State of Texas and desires to render his professional services for Webb County Juvenile Board on the terms and conditions provided herein.

NOW, THEREFORE, the Webb County Juvenile Board hereby retains the services of the Service Provider, and the Service Provider agrees to render his services as follows:

#### ARTICLE I PURPOSE

- 1.01 The purpose of this professional medical services agreement is to provide Judge Solomon Casseb, Jr., Webb County Youth Village with medical services for children alleged or adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The facility to be utilized is owned and operated by Webb County and is located at 111 Camino Nuevo Road Hwy, 359 in Laredo, Webb County, Texas.

#### ARTICLE II TERM

- 2.01 This agreement shall be in effect for a period of one (1) year and shall commence on October 1, 2015. This agreement shall terminate September 31, 2016. It shall be automatically renewed for one year terms thereafter, commencing October 1<sup>st</sup> and ending September 31<sup>st</sup>, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

ARTICLE III  
SCOPE OF MEDICAL SERVICES  
AND  
FREQUENCY AND TIMEFRAME OF MEDICAL SERVICES

3.01 The Service Provider will provide the services as defined below:

A. Provide medical visits and medical services to Juvenile Detainees at the Juvenile Justice Center on a once per week basis for the purpose of providing all necessary medical services, including but not limited to those set forth in the attached Exhibit "A" to said juvenile detainees. The Service Provider shall also render medical emergency treatment to detainees when such services are required and for this purpose, the Service Provider shall be "on call" on a twenty-four (24) hour basis daily.

ARTICLE IV  
EQUIPMENT AND FACILITIES

4.01 Judge Solomon Casseb, Jr., Webb County Youth Village shall provide an examination room on the premises of the Juvenile Justice Center for use by Service Provider in treating and examining juvenile detainees. Medical services shall be performed at this location unless good medical practice and conditions at the Juvenile Justice Center dictate that they must be performed elsewhere. The Service Provider shall furnish his own equipment and instruments required to perform his services under this agreement.

ARTICLE V  
EVALUATION CRITERIA  
PROGRESS REPORTS

5.01 The performance of Service Provider in achieving the goals of Webb County Juvenile Board will be evaluated on the basis of the output and outcome measures contained in this section. Webb County Juvenile Board, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

A. Webb County Juvenile Board, through the Webb County Juvenile Department, shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:

1. Ensure children are medically treated by Service Provider.

B. Juvenile Department shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service):

1. The total number of children treated by Service Provider.

2. The total number of children who were successfully treated by Service Provider.

5.02 Service Provider shall report on a monthly basis to Judge Solomon Casseb, Jr., Webb County Youth Village as to each of the foregoing output and outcome measures. These reports will be reviewed by Judge Solomon Casseb, Jr., Webb County Youth Village in order to monitor Service Provider's for programmatic compliance with this Agreement.

5.03. Service Provider shall maintain complete and accurate records of all medical care, medical treatment, and examination of juvenile detainees.

**ARTICLE VI**  
**SUBSTITUTE PHYSICIANS**

- 6.01 During periods of absence, Service Provider shall provide medical coverage to juvenile detainees at the Juvenile Justice Center by way of other physicians who shall render medical services as required by this agreement. For these purposes, Service Provider shall designate a substitute physician by sending written notice to Webb County Juvenile Board as set out in this contract. This designation is subject to change by Service Provider by providing notice to Webb County Juvenile Board in writing of any new designation, and acceptance by Webb County Juvenile Board of same.

**ARTICLE VII**  
**COMPENSATION**

- 7.01 For his services rendered hereunder, the Service Provider shall be entitled to a fee of Two Thousand Nine Hundred Sixty Six Dollars and Sixty Seven Cent (\$2,966.67) per month. Said sum shall be payable on the first day of each month. Webb County Juvenile Board shall compensate Service Provider for services rendered hereunder prior to the execution of this document at the rate dictated herein. Webb County Juvenile Board shall further pay and Service Provider shall be entitled to reimbursement for any and all hospital bills, ambulance service, and other reasonable and necessary expenses for services rendered.
- 7.02 Service Provider will submit an invoice for payment of services to the Webb County Juvenile Board's Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: hours worked, to be attributed to specific clients if appropriate, date service was rendered, hourly rate, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Webb County Juvenile Board in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Webb Count in a timely manner.
- 7.03 Services which are not directly addressed by this Agreement must be submitted for approval with associated billing for reimbursement from Judge Solomon Casseb, Jr., Webb County Youth Village.
- 7.04 Under Section 231.006, Family Code, the service provider certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 7.05 Service Provider is hereby notified that state funds may be used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately to the Webb County Juvenile Board or the receipt and expenditure of all funds received from Webb County Juvenile Board and shall adhere to General Accepted Accounting Principles (GAAP) in the accounting reporting and auditing of such funds.
- 7.06 Service Provider agrees to make claims for payment or direct any payment disputes to Judge Solomon Casseb, Jr., Webb County Youth Village. Service Provider will not contact other department employees regarding any claims of payment.
- 7.07 Service Provider agrees and understands that all financial obligations of Webb County Juvenile Board provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VIII  
REPRESENTATIONS & WARRANTIES

- 8.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
  - B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Webb, or any political subdivision thereof;
  - C. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.
  - D. That it will comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
  - E. That it will accept for treatment any child qualified hereunder, without regard to such juvenile's religion, race, creed, color or national origin.

ARTICLE IX  
INSURANCE

- 9.01 It is the intention of the parties that the Service Provider be an independent contractor and not an employee under this agreement and, in order to protect Webb County Juvenile Board from liability. Service Provider shall maintain a policy of malpractice insurance in the minimum amount of \$600,000.00 and shall further indemnify and hold Webb County Juvenile Board harmless from any and all claims arising out of the performance of his duties under this agreement.

ARTICLE X  
EXAMINATION OF PROGRAM AND RECORDS

- 10.01 Service Provider agrees that it will permit Webb County Juvenile Board to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 10.02 Service Provider shall provide to Webb County Juvenile Board such descriptive information on contracted children as requested on forms provided by Judge Solomon Casseb, Jr., Webb County Youth Village.
- 10.03 For purposes of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to an authorized representative of the State of Texas or Webb County Juvenile Board any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.

- 10.04 Service Provider shall retain and make available to Webb County Juvenile Board all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising there from have been resolved, and shall make available for Webb County Juvenile Board's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 10.05 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service Provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE XI  
CONFIDENTIALITY OF RECORDS

- 11.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved with Webb County Juvenile Board, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE XI  
DUTY TO REPORT

- 12.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the Webb County Sheriff's Office);
- Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or *if* unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
- B. Webb County Juvenile Probation Department to facsimile number (361) 586-5082 ( A t t n : Chief Probation Officer).

ARTICLE XIII  
DISCLOSURE OF INFORMATON

- 13.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Webb County Juvenile Board, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Webb County Juvenile Board:
- A. Any and all corrective action required by any of Service Provider licensing authorities;
- B. Any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles;
- D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- F. The identity of any of Service Provider employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE XIV  
EQUAL OPPORTUNITY

- 14.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XV  
ASSIGNMENT & SUBCONTRACT

- 15.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Webb County Juvenile Board.

ARTICLE XVI  
OFFICIALS NOT TO BENEFIT

- 16.01 No officer, employee or agent of Webb County Juvenile Board and no member of its governing body and no other public officials of the governing body of the locality or localities in which the agreement is consummated or being carried who exercise any functions or responsibilities under the agreement, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII  
DEFAULT

- 17.01 Webb County Juvenile Board may, by written notice of default to Service Provider terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and

C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

17.02 Any default by Service Provider regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Webb County Juvenile Board in the future, and may result in the refund of compensation received under this Agreement.

ARTICLE XVIII  
TERMINATION

18.01 This Agreement may be terminated:

- A. By either party upon thirty (30) days written notice to the other party of the intention to terminate; or
- B. Upon expenditure of available funds.

18.02 If at any time during the term of this agreement Webb County Juvenile Board, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Webb County Juvenile Board may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to Service Provider.

ARTICLE XIX  
WAIVER OF SUBROGATION

19.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Webb County Juvenile Board.

ARTICLE XX  
INDEMNIFICATION

20.01 It is further agreed that Service Provider will indemnify and hold harmless Webb County Juvenile Board against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement.

ARTICLE XXI  
SOVEREIGN IMMUNITY

21.01 This Agreement is expressly made subject to Service Provider's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that Service Provider has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XXII  
TEXAS LAW TO APPLY

22.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Webb County, Texas.

ARTICLE XXIII

VENUE

- 23.01 Exclusive venue for any litigation arising from this Agreement shall be in Webb County, Texas.

ARTICLE XXIV

LEGAL CONSTRUCTION

- 24.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXV

PRIOR AGREEMENTS SUPERSEDED

- 25.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXVI

AMENDMENT

- 26.01 Webb County Juvenile Board may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Webb County Juvenile Board will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Webb County Juvenile Board, Service Provider may terminate this Agreement subject to the conditions herein stated.

XXVII

SUCCESSORS AND ASSIGNS

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

XXVIII

NOTICES

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

To Service Provider: Carlos N. Hornedo, M.D.

1203 Welby Court  
Laredo, Texas 78040



To Webb County Juvenile Board: Hon. Hugo D. Martinez, Chairperson  
Webb County Juvenile Board  
County Court at Law # 1  
1110 Victoria St., 3rd Floor  
Laredo, Texas 78040

Melissa Mojica  
Chief Juvenile Probation Officer  
Webb County Juvenile Detention Center  
111 Camino Nuevo Road Hwy. 359  
Laredo, Texas 78046

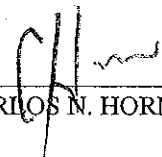
EXECUTED IN DUPLICATE, OF AN ORIGINAL EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL

IN WITNESS WHEREOF, we have affixed our signatures effective the    day of October, 2015.

  
HON. TANO TIJERINA  
WEBB COUNTY JUDGE

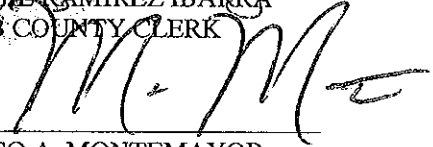
  
HON. HUGO D. MARTINEZ  
JUVENILE BOARD CHAIRMAN

  
MELISSA MOJICA  
CHIEF JUVENILE PROBATION OFFICER  
WEBB COUNTY JUVENILE DETENTION CTR.

  
DR. CARLOS N. HORNEADO

ATTESTED:

  
MARGE RAMIREZ IBARRA  
WEBB COUNTY CLERK

  
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 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).

**Carlos N. Hornedo III, D.O., P.A.**

Family Practice

1203 Welby Court, Suite 1

Laredo, Texas 78041

956 1794-8840

x 956 1794-8844



## MEDICAL SERVICES PROPOSAL

General Physical Examination- B/P, pulse, respiration, height , weight, medical history, hands-on examination by Physician, breast exam, Prostate/testicular exam, review of laboratory/exam findings and the referral as necessary.

- General Medical History
- Body height and weight
- Audiometry testing- Hearing test
- Stool Occult Blood Testing
- Vision Screening- near/ distant color/ depth and fields of vision.
- Electrocardiogram testing
- Tuberculosis testing –TB
- Tetanus- Diphtheria vaccination- booster every 10 years as necessary.
- Vaccines
- Pap Smear and Breast Examination – optional
- Prostate/ Vestibular examination-optional
- Holter Monitor
- Spirometry
- Sudo Scan
- Medication Verification/toxicology testing/DNA testing
- On call 24/7
- Nurse Practitioner on staff available 24/7
- Sport/ School Physicals
- Counseling
- ADHD treatment
- Specialist referral network

Proposal: 35,600.00/2966.67 per month same as last year

  
Dr. Carlos N. Hornedo III DO.PA.