

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN WEBB COUNTY AND JESSE GERARDO HERNANDEZ, D/B/A LA
FAMILIA CONSULTING AND COUNSELING SERVICES, L.C., AS PROGRAM
EVALUATOR FOR THE 406TH DISTRICT COURT, DRUG COURT PROGRAM
EXPANSION AND ENHANCEMENT PROJECT VETERANS TREATMENT
PROGRAM, TEXAS VETERANS COMMISSION, FUND FOR VETERANS'
ASSISTANCE GRANT AWARD NUMBER VTC_16_0390**

This Agreement is made and effective the 1st day of August 2016, by and between WEBB COUNTY, a political subdivision of the State of Texas on behalf of the 406th District Court Veterans Treatment Program, hereafter referred to as Webb County, and, La Familia Consulting & Counseling Services, L.C. hereinafter referred to as Program Evaluator.

RECITALS

WHEREAS, Webb County through the 406th District Court Veterans Treatment 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 Veterans Treatment Program is to assist participants of the Veterans Treatment 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 for Veterans Treatment Program, Texas Veterans Commission, Fund for Veterans' Assistance grant award number VTC_16_0390; and

WHEREAS, Evaluator has the experience and qualifications required to provide professional services to the Webb County 406th District Court Veterans Treatment 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, specifically The Veterans Treatment Program, Texas Veterans Commission, Fund for Veterans' Assistance, grant award number VTC_16_0390, hereinafter referred to as Project:

TERM

1. The term of this Agreement shall be for a period of 2 months beginning on August 1, 2016, and ending on September 30, 2016, 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 Program 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 anticipated outcomes, attached hereto as Exhibit A and incorporated herein as if fully set out, to determine and insure that the program is meeting the described 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 required 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 and designated process questions, attached here to 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 Texas Association of Drug Court Professionals Conference (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 406th District Court Veterans Treatment 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 grant 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 Texas Association of Drug Court Professionals Conference (where scheduled) 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.

CONFIDENTIALITY

12. Any reports, information, data or studies given or assembled by Evaluator under this
- Page 3 of 12
Agreement Evaluator For the 406th Veterans Treatment Program

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

13. 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 insurance in an amount of two million dollars (\$2,000,000) and vehicle liability insurance in an amount of one million dollars (\$1,000,000). 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

14. 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

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

GOVERNING LAW

16. 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 Webb County Texas.

ENTIRE AGREEMENT

17. 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

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

PROFESSIONAL FEES AND EXPENSES

19. In consideration for the Professional Services to be performed by Evaluator under this Agreement, Webb County shall pay Evaluator not more than \$3,000.00 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 \$6,000.00 during the agreement term and may be adjusted in years subsequent to the 2016-2017 award year based on funds awarded by grantor.

20. 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.

21. 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 406th District Court, Webb County, Texas, 1110 Victoria Street, Suite 402, Laredo, Texas 78040.**

TERMINATION

22. 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

23. 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

24. This Agreement is made as a result of the 406th District Court Drug Court Program Expansion and Enhancement Project, specifically, The Veterans Treatment Program, Texas Veterans Commission, Fund for Veterans' Assistance, grant award number VTC_16_0390, which has been awarded to Webb County. The stipulations of the grant award are reflected in Texas Veterans Commission, Fund for Veterans' Assistance notice of grant award number:

VTC_16_0390 and incorporated herein as if set out in full. Evaluator has received a true and correct copy of said notice of grant award and agrees to abide by those stipulations for the duration of the Agreement.

NOTICES

25. Unless otherwise provided in this Agreement, all notices shall be in writing. All notices 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 Tano Tijerina
Webb County Judge
1000 Houston Street
Laredo, Texas 78040**

And

**Honorable Oscar J. Hale, Jr.
Judge 406th 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:

**406th DISTRICT COURT VETERANS
PROGRAM EVALUATOR:**

**By: _____
Tano Tijerina
Webb County Judge**

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

**By: _____
Oscar J. Hale, Jr., Presiding Judge
406th District Court Veterans Treatment**

ATTESTED:

Margie Ramirez Ibarra

Webb County Clerk
APPROVED AS TO FORM:

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

Goals	Anticipated Outcomes
<p>GOAL 1: To promote self-sufficiency by reducing alcohol and drug abuse, and improving mental health through treatment in the VCP</p>	<p>Objective #1: At least 85% of participants in the VCP will reduce the frequency of alcohol and other drug use as measured by urinalysis testing results.</p> <p>Objective #2: At least 80% of the eligible participants will complete the program successfully and remain abstinent at 60 days, 90 days and 6 month follow-up as measured by GPRA Data.</p> <p>Objective #3: 100% of the participants who successfully graduate will have completed a relapse prevention plan using CENAPS Model as measured by treatment provider verification reports.</p> <p>Objective #4: 100% of the participants who successfully graduate will have completed the Cognitive Behavioral Therapy (CBT) Thinking Positive for a Change model to change distorted thinking patterns that impact mental health, and lead to criminogenic behavior as measured by treatment provider verification reports.</p>
<p>GOAL 2: To provide an integrated program of alcohol, and drug abuse treatment, education, and rehabilitation services for veterans through VADCP enhanced services.</p>	<p>Objective #1: 100% of the participants referred will be actively receiving alcohol and drug abuse treatment at any given time and will complete the MET Model and the Cognitive Processing Group Protocol, as measured by treatment provider verification reports.</p> <p>Objective #2: At least 80% of the participants who complete VCP will be employed upon graduation as measured by case management employment verification reports.</p> <p>Objective #3: 25% of the high risk/high need participants of the VCP who are alcohol, or opiate dependent (25% of target goal – 56 clients) will participate in Broad Spectrum Treatment (BST) and Naltrexone for Alcohol Dependence model for high risk/high need alcohol and opiate dependent clients by using injectable Naltrexone (Vivitrol) instead of being referred to residential treatment out of town, as measured by treatment provider verification reports.</p>

	<p>Objective #4: At least 80% of the participants who complete the VCP will be employed upon graduation as measured by case management employment verification reports.</p>
<p>GOAL 3: To improve the overall mental health and health status for VCP participants as well as providing comprehensive integrated services for the prevention and treatment of infectious diseases.</p>	<p>Objective #1: 100% of the VCP participants will be screened for co-occurring psychiatric and substance use disorders as per the protocol of TIP 42 using the Mental Health Screening Form-III as measured by treatment provider verification reports.</p> <p>Objective #2: 100% of the VCP participants screened and identified with co-occurring psychiatric and substance abuse disorders will have a structured mental health assessment completed including being administered the Millon Multiaxial Clinical Inventory III (MCMI III) as measured by treatment provider verification reports.</p> <p>Objective #3: 100% of VCP participants assessed with co-occurring psychiatric and substance use disorders will be referred to the Laredo/Webb County Veterans Clinic for psychiatric services, medication management, and social services, as well as other community appropriate based providers including but not limited to Licensed Professional Counselors, Licensed Marriage and Family Therapists, and Licensed Clinical Social Workers for individual marital and family counseling as well as to appropriate agencies for adjunct case management for COPSD services as measured by case management verification reports.</p> <p>Objective #4: 100% of VCP participants assessed with co-occurring psychiatric and substance use disorders and PTSD will be provided with Prolonged Exposure Therapy (PE) for PTSD as measured by treatment provider verification reports.</p> <p>Objective #5: 100% of VCP participants will be referred for health services to the Laredo/Webb County Veterans Clinic, as well as appropriate health care providers including, but not limited to private physicians and the Gateway Community Health Center as measured by case management verification reports.</p> <p>Objective #6: 100% of VCP participants will be referred for comprehensive HIV/AIDS/ STD prevention, Hepatitis B&C education and CTR services at community based CDC services</p>

	with either the City of Laredo Health Department, or the nonprofit agencies Westcare and Serving Children and Adults in Need (SCAN) as measured by case management verification reports.
GOAL 4: To promote public safety by reducing recidivism for adult VCP participants.	<p>Objective #1: No more than 5% of the participants who graduate from the VADCP will be rearrested within six months post graduation.</p> <p>Objective #2: No more than 10% of the participants who graduate from the VADCP will be rearrested within one year post graduation.</p>
GOAL 5: To evaluate the cost-effectiveness of the program and to promote future funding and development of the program with diversified funds.	<p>Objective #1: To reduce costs to the criminal justice system by 10 percent.</p> <p>Objective #2: Not more than 5% of participants who graduate from the program will have child abuse or neglect allegations filed within one year post graduation will reduce costs to the criminal justice system.</p> <p>Objective #3: The VADCP will pursue additional funding from SAMHSA/CSAT other federal agencies, the Texas Department of Health Services, private foundations and other sources to continue services.</p>

Unduplicated Number of Individuals to be served: 65

EXHIBIT B

DESIGNATED OUTCOME/PROCESS QUESTIONS

1. Is the target population being reached?
2. What are the characteristics of the population reached and how it might differ from the target population?
3. What are the behavioral risk factors among the clients?
4. What are the risk factors for attrition and relapse?
5. What are the protective factors for adherence to treatment?
6. Are unmet needs among our clients being documented?
7. Are the programmatic objectives being met?
8. Are clients accessing more services?
9. Have the clients experienced improvement in their quality of life?
10. How cost effective are the services?

EXHIBIT C

406TH DISTRICT COURT DRUG COURT PROGRAM EXPANSION AND
ENHANCEMENT VETERANS TREATMENT PROGRAM
PROJECT EVALUATOR TRAVEL/EXPENSE REIMBURSEMENT CLAIM FORM

DATE SUBMITTED: _____

REQUESTED GRAND TOTAL: \$ _____

DEPARTMENT HEAD

COUNTY AUDITOR:

CERTIFICATION TO THE

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 406th 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 \$ _____