

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
WEBB COUNTY COURT AT LAW #1 & PILLAR**

This agreement is made and entered into by and between the County of Webb, a political subdivision of the State of Texas, acting herein by and through the Webb County Commissioners Court, with its principal place of business at 1000 Houston, Laredo, Texas, for the Webb County Court at Law #1 (hereinafter referred to as “**Webb County**”) and PILLAR (hereinafter referred to as “**Service Provider**”).

RECITALS

WHEREAS, Webb County, Texas desires to secure professional services in the form of mental health and substance use counseling for individuals incarcerated at the Webb County Jail under the jurisdiction of Webb County Court at Law #1 and the Honorable Judge Hugo Martinez; and

WHEREAS, Service Provider will provide mental health and substance use counseling services for individuals incarcerated at the Webb County Jail under the jurisdiction of Webb County Court at Law #1 and the Honorable Judge Hugo Martinez; and

WHEREAS, Service Provider represents to Webb County that is capable of providing mental health and substance use counseling services requested and as described in this Agreement.

NOW, THEREFORE, Webb County and Service Provider, in consideration of the mutual Covenants and agreements herein described, do agree as follows:

TERM

1. This term of this agreement shall be for a period of twenty-four (24) months beginning on October 1, 2019 and ending on September 30, 2021.

DESCRIPTION OF SERVICES

2. Service Provider, shall provide the following services to individuals incarcerated at the Webb County Jail under the jurisdiction of Webb County Court at Law #1 and the Honorable Judge Hugo Martinez and in accordance with the following requirements and standards:
 - a) Serve as a mental health and substance use provider for individuals incarcerated at the Webb County Jail under the jurisdiction of Webb County Court at Law #1 and the Honorable Judge Hugo Martinez;
 - b) Conduct initial and periodic assessments for diagnostic purposes and treatment planning;
 - c) Provide assistance in developing mental health & substance use program activities;
 - d) Provide post-treatment follow-up once client completes course of therapy

- e) Provide information on available community resources, including, but not limited to referral procedures once client is scheduled to be released from custody;

The cost for the services shall be in accordance with the fee schedule in **Attachment “A”** if this agreement and is incorporated herein by reference as if set out in full.

COUNTY OBLIGATIONS

- 3. Webb County, through the Webb County Court at Law #1 and the Honorable Judge Hugo Martinez will be responsible for:
 - a. Providing support to ensure seamless service provision by the Service Provider;
 - b. Coordinating and carrying out instructions for follow-up services as ordered by service provider.

PAYMENT

- 4. Webb County Court at Law #1 and the Honorable Judge Hugo Martinez’s staff contact person will present Service Provider a purchase order voucher for services to be rendered. Service Provider will mail or otherwise present an invoice requesting payment at the end of the month. The invoice will contain information regarding names of individuals served or provided services, the purchase order number, and the amount to be charged for the service(s) rendered. The invoice must have a purchase order number. Invoices can be mailed to:

Webb County Court at Law #1
c/o Judge Hugo Martinez
Laredo, Texas 78044

Invoices may also be delivered to 1110 Victoria Ste 303. Payment requests will be processed immediately and are subject to Section 2251.021 of the Texas Government Code “Time for Payment by Governmental Entity.”

The fees for services provided by Service Provider shall be in accordance with Attachment “A”, which is attached to this contract and incorporated by reference herein and for all purposes.

DEVOTION OF TIME

- 5. Service Provider shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of its services. Should Webb County require additional services not included in this Agreement, any amendment to this Agreement

stating the exact scope of services and cost of all additional services 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

6. Any reports, information, data or studies given to or assembled by Service Provider 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.

INDEPENDENT CONTRACTOR

7. It is the intention of the parties that under this agreement the Service Provider is an independent contractor and not an employee of Webb County. In this regard, Webb County shall not dictate the manner and the method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of Service Provider's profession.

In order to protect the Webb County Court at Law #1 and the Honorable Judge Hugo Martinez and Webb County, Service Provider shall maintain a Policy of professional liability insurance and shall further indemnify and hold the Webb County Court at Law #1 and the Honorable Judge Hugo Martinez and Webb County harmless from any and all claims arising out of the performance of his/her duties under this agreement.

PERSONNEL AND EQUIPMENT

8. Service Provider agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to the Webb County.

NON-ASSIGNABILITY

9. Service Provider shall not assign any interest in this agreement or delegate the performance of any of its duties herein specified without the written consent of Webb County.

GOVERNING LAW

10. 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.

COUNTY'S RIGHT TO TERMINATE

11. This contract may be terminated by Webb County at any time on 30 days written notice to Service Provider.

ENTIRE AGREEMENT

12. This contract supersedes any and all prior agreements between the Webb County and Service Provider whether written or oral. If any item, provision, covenant or condition of this contract 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 contract 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 contract without affecting the binding force of the contract as it shall remain after omitting such provision.

AMENDMENT

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

NON-DISCRIMINATION

14. Service Provider shall not discriminate against any person because of race, religion, color, sex, handicap or national origin.

NOTICES

15. Any and all notices required to be given under this contract shall be delivered by either personal delivery or mailing the respective party as follows:

On behalf of Webb County to:

Webb County Court at Law #1
c/o Hugo Martinez, Judge
1110 Victoria St. Ste 303
Laredo, Texas 78040

On behalf of Service Provider to:

Signed in duplicate originals on ____ day of _____, 2019

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COUNTY OF WEBB

SERVICE PROVIDER

Hon. Tano E. Tijerina
Webb County Judge

Manuel G. Sanchez, Jr, LPC
PILLAR Director

ATTEST:

Hon. Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM,

Ramon A. Villafranca, Jr.
Assistant General Counsel
Civil Legal Division*

*By law, this 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).

ATTACHMENT A
PROFESSIONAL SERVICES CONTRACT
BETWEEN
WEBB COUNTY COURT AT LAW #1 & PILLAR
FEE SCHEDULE

The following fee structure has been established:

<u>Service Description</u>	<u>Initial/Assessment Fee</u>	<u>Regular Session Fee</u>	<u>Duration of Service</u>
Mental Health & Substance Use Counseling	\$65.00/Hr	\$60.00/Hr.	1/hr