

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
WEBB COUNTY AND GUILLERMO E. GONZALEZ JR., CLINICAL
PSYCHOLOGIST FOR LAW ENFORCEMENT PSYCHOLOGICAL
EVALUATIONS**

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 Guillermo E. Gonzalez, Jr., Clinical Psychologist. This Agreement was approved by the Webb County Commissioners Court at a duly noticed public meeting on October 11, 2016.

RECITALS

WHEREAS, under the direction of the Webb County Sheriff, psychological evaluations are required for new deputy or correctional officer hires to comply with Texas Commission on Law Enforcement (TCOLE) regulations; and

WHEREAS, yearly the Webb County Sheriff hires new deputies or correctional officers to provide community protection through patrol operations and requires adequate staffing levels at the County jail for the safety of both staff and those incarcerated; and

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

WHEREAS, Guillermo E. Gonzalez Jr., Clinical Psychologist, is a licensed by the State of Texas, is qualified and capable of providing psychological health services and desires to render these services to Webb County on the terms and conditions provided herein; and

NOW, THEREFORE, County hereby retains the services of Guillermo E. Gonzalez Jr., Clinical Psychologist, for psychological evaluations for peace officer and correctional officers and Guillermo E. Gonzalez Jr., Clinical Psychologist, agrees to render the professional services set out and described below, to Webb County.

**I.
TERM**

The term of this Agreement shall be for a period effective October 1, 2016 and ending on September 30, 2017. 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.

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

II. **SERVICES**

Clinical Psychologist will provide psychological evaluations as requested by the Sheriff's Office or other County Law Enforcement Office requiring evaluations for new hires to meet TCOLE regulations. Clinical Psychologist shall provide psychological evaluations which include diagnostic testing, interpretation, and interview on an as needed basis at the Clinical Psychologist's place of business located at 6826 Springfield Avenue, Ste. 103A, Laredo, Texas 78041.

III. **FACILITIES**

Clinical Psychologist shall conduct all evaluations at his place of business, County shall provide examination facilities on the premises of the Law Enforcement Agency if requested by Clinical Psychologist and approved by the law enforcement head (Sheriff's Office or other County law enforcement agency).

IV. **CONFIDENTIALITY**

Any records, reports, information, data or studies given to or assembled by Clinical Psychologist 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 Clinical Psychologist 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 Clinical Psychologist shall further comply with any and all Webb County Law Enforcement Center Privacy Rules & TCOLE regulations.

V. **HIPAA REQUIREMENTS**

County and Clinical Psychologist 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 Clinical Psychologist at the rate of Three Hundred Dollars (\$300.00) per evaluation and Fifty Dollars (\$50.00) per retake evaluation/test. Clinical Psychologist shall submit an itemized invoice, which shall include the names of new hires evaluated; the date the services were rendered; and the total charge(s) for those services. Original invoices shall be submitted to the Purchasing Department and the Sheriff's Office and/or other law enforcement agency will be provided with a copy (Copy of invoice shall be marked as "COPY" and original invoice as "ORIGINAL"). All invoices for services provided pursuant to this agreement shall be due and payable within thirty (30) days of receipt.

VII.
INSURANCE AND INDEMNIFICATION

It is the intention of the parties that the Clinical Psychologist be an independent contractor and not an employee under this agreement and, in order to protect County from liability, Clinical Psychologist 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 Clinical Psychologist.

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 State Courts of Webb County, Texas.

XIII.
INDEPENDENT CONTRACTOR

It is the intention of the parties that under this agreement Clinical Psychologist 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 Clinical Psychologist' profession. No term or provision of this Contract shall be construed as making Clinical Psychologist, or any of his agents, servants, or employees the agents, servants, or employees of Webb County, or making Clinical Psychologist 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 Purchasing Agent
1110 Washington Street, Ste. 101
Laredo, Texas 78040
Attn: Jose Angel Lopez III, CTPM
Purchasing Agent

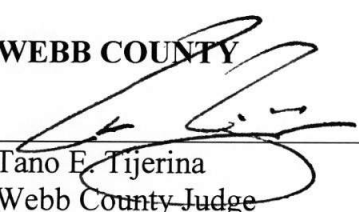
To: **Clinical Psychologist**

Guillermo E. Gonzalez Jr.
Clinical Psychologist
6826 Springfield Avenue, Ste. 103A
Laredo, Texas 78041
Attn: Ms. Sally Gonzalez

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

IN WITNESS HEREOF, we have affixed our signatures effective the ___ day of December, 2016.

WEBB COUNTY



Tano E. Tijerina
Webb County Judge

Date: _____

CLINICAL PSYCHOLOGIST

Guillermo E. Gonzalez Jr.
Clinical Psychologist

Date: _____

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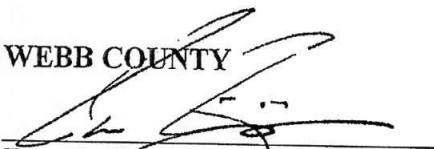
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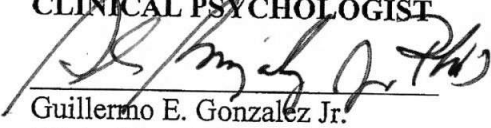
WEBB COUNTY



Tano E. Tijerina
Webb County Judge

Date: _____

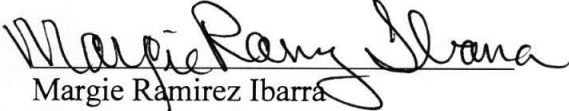
CLINICAL PSYCHOLOGIST



Guillermo E. Gonzalez Jr.
Clinical Psychologist

Date: _____

ATTESTED:


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).

**Passed and approved by the Webb County Commissioners Court
On October 11, 2016. Item No. 13a.**