

Professional Services Contract
Between
Webb County & PILLAR
(For Services to Webb County Court at Law #1)

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 Street, 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, Honorable Hugo Martinez, presiding judge; 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:

The recitals set forth above are included herein for all intents and purposes.

I.
TERMS

The term of this agreement shall be for a period of Eleven (11) months beginning on December 12, 2018 and ending on November 11, 2019.

II.
DESCRIPTION OF SERVICES

2.1 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 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;

- b) Conduct initial and periodic assessments for diagnostic purposes and treatment planning by a Licensed Chemical Dependency Counselor and a Licensed Professional Counselor;
- c) Provide assistance in developing mental health and 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;

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

III. COUNTY OBLIGATION

- 3.1 Webb County, through the Webb County Court at Law #1 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,

IV. PAYMENT

4.1 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 the name of the individual provided services, the services provided, the date services were provided, the purchase order number, and the amount to be charged for the service(s) rendered. Invoices can be mailed to:

Webb County Court at Law #1
c/o Judge Hugo Martinez
1110 Victoria St., Suite 303
Laredo, Texas 78044

- 4.2 Payment requests will be processed timely and are subject to Section 2251.021 of the Texas Government Code "Time for Payment by Government Entity."
- 4.3 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.

V.
DEVOTION OF TIME

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 in writing and submitted for Webb County's approval. No additional Services shall be provided or billed for without the prior written approval of Webb County.

VI.
CONFIDENTIALITY

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.

VII.
INDEPENDENT CONTRACTOR

7.1 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.

7.2 In order to protect Webb County, Service Provider shall maintain a Policy of professional liability insurance and further indemnify and hold Webb County harmless from any and all claims arising out of the performance of service providers duties under this agreement,

VIII.
PERSONNEL AND EQUIPMENT

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

IX.
NON-ASSIGNABILITY

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.

X.
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.

XI.
COUNTY'S RIGHT TO TERMINATE

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

XII.
ENTIRE AGREEMENT

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.

XIII.
INCONSISTENCIES

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

XIV.
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.

XV.
RULE OF CONSTRUCTION

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed I the interpretation of this agreement or any amendment or exhibits hereto.

XVI.
IMMUNITY

Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees, and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

XVII.
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.

XVIII.
AMENDMENT

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

XIX.
LAW OF TEXAS

This agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

XX.
WAIVER

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with the respect to any right hereunder shall operate as a waiver thereof; not shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any 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.

XXI.
LEGAL COMPLIANCE

The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

XXII.
NON-DISCRIMINATION

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

XXIII.
NOTICES

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:

To Webb County:

Webb County Judge
c/o Hugo Martinez, Judge
1110 Victoria St., Ste. 303
Laredo, Texas 78040

To Service Provider:

PILLAR
1403 N. Seymour
Laredo, Texas 78040

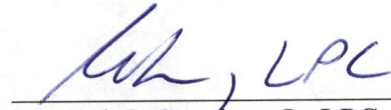
Signed in duplicate originals on 13th day of December, 2018.

COUNTY OF WEBB



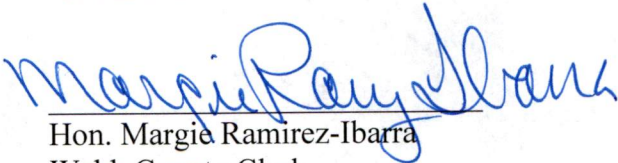
Hon. Tano E. Tijerina
Webb County Judge

SERVICE PROVIDER



Manuel G. Sanchez, Jr. LPC
PILLAR Director

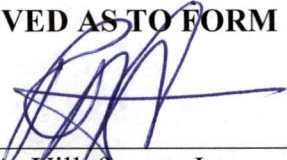
ATTEST:



Hon. Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM



Ramon A. Villafranca, Jr.
Assistant General Counsel

*By law, the Civil Legal Division 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 December 12, 2018; item no. 23.*

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	\$85.00/Hr.	\$65.00/Hr.	1/hr

The total combined amount of fees shall not exceed **\$60,000.00** for the duration of the term of the agreement.

MARGIE R. IBARRA
COUNTY CLERK
FILED

2019 JAN -7 PM 3:45

WEBB COUNTY, TEXAS

BY VZ DEPUTY