

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN WEBB COUNTY AND JESSE GERARDO HERNANDEZ, AS EVALUATOR
FOR THE 341st DISTRICT COURT, DRUG COURT PROGRAM EXPANSION AND
ENHANCEMENT PROJECT VETERAN TREATMENT PROGRAM**

This Agreement is made and effective the 31st day of May 2022, by and between WEBB COUNTY, a political subdivision of the State of Texas on behalf of the 341st 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 341st 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 341st 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 341st District Court Drug Court Program Expansion and Enhancement Project for Veterans Treatment Program, Substance Abuse Mental Health Services Administration (SAMHSA) grant fund number 5 H79 TI081929-04; and

WHEREAS, Evaluator has the experience and qualifications required to provide professional services to the Webb County 341st 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 341st Services Administration District Court Program Expansion and Enhancement project, specifically The Veterans Treatment Program, Substance Abuse Mental Health (SAMHSA) grant fund number 1 H79 TI081929-04, hereinafter referred to as Project:

TERM

The term of this Agreement shall be for a period of 12 months beginning on May 31, 2022, and ending on May 30, 2023, provided WEBB COUNTY is awarded funding for the year and both parties are satisfied with the working arrangements governed by this Agreement.

MARGIE R IBARRA
COUNTY CLERK
FILED
2022 JUL 20 PM 4:34
WEBB COUNTY, TEXAS
DEPUTY

PROFESSIONAL SERVICES AND DUTIES OF EVALUATOR

1. Evaluator shall monitor the performance and compliance of the Project with Model fidelity to keep Court personnel and the Council's Executive Director and all program staff aware of program standards and issues;
2. 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;
3. Evaluator shall review the goals and objectives, attached hereto as Exhibit A and incorporated herein as if fully set out, to determine and insure that the program is meeting the described needs, key activity milestones, goals, objectives, and outcomes;
4. Evaluator shall assess the success of the coordinated outreach, infrastructure development and service delivery approach and develop recommendations to improve the system;
5. Evaluator shall prepare and submit monthly and annual 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 questions and designated process questions, attached hereto as Exhibit B.
6. Evaluator shall administer evaluation tools, analyze data collected and recommend program changes if needed;
7. Attend and participate in quarterly cross-agency team meetings to review client and program progress;
8. Evaluator shall attend the annual National Drug Court Conference (where scheduled) and the Annual Joint Grantee Meeting [5MM-ISA] (where scheduled);
9. 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

WEBB COUNTY, by and through 341st 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 SAMHSA's 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 National Drug Court Conference (where scheduled) and the annual Joint Grantee Meetings (where scheduled) [5MM-ISA] and thereafter reimbursement of said expenses.
- H) Coordination and preauthorization of the Evaluators' travel expense (Hotel, Meals, and transportation) as necessary, for trainings and evaluation reports and thereafter reimbursement of said expenses.

CONFIDENTIALITY

Any reports, information, data or studies given or assembled by Evaluator 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. 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

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 and vehicle liability insurance. 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

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

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

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

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

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

PROFESSIONAL FEES AND EXPENSES

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 \$36,000.00 on an annual basis and may be adjusted in years subsequent to the 2022-2023 award year based on funds awarded by grantor (SAMHSA).

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.

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 Rebecca R. Palomo, Judge 341st District Court, Webb County, Texas, 1110 Victoria Street, Suite 302, Laredo, Texas 78040.

TERMINATION

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

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

This Agreement is made as a result of the 341st District Court Drug Court Program Expansion and Enhancement Project, specifically, The Veterans Treatment Program, Substance Abuse Mental Health Services Administration (SAMHSA) grant fund number 5 H79 TI081 929-04, which has been awarded to Webb County. The Assurances and Certifications of the grant application are reflected in Substance Abuse Mental Health Services Administration (SAMHSA) grant fund number: 1 H79 TI081929-04 and incorporated herein as if set out in full. Evaluator has received a true and correct copy of said Assurances and Certifications and agrees to abide by those Assurances and Certifications for the duration of the Agreement.

NOTICES

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 Rebecca R. Palomo
Judge 341st District Court, Webb County, Texas 1110 Victoria
Street, Suite 302
Laredo, Texas 78040

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.

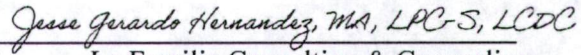
WITNESS OUR HANDS EFFECTIVE the 13th day of June, 2022.

Webb County, Texas:

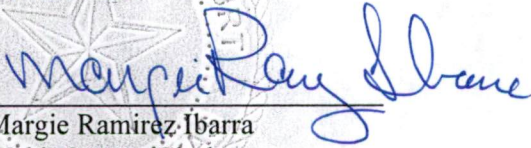
341st District Court Veterans Program
Evaluator


Tano E. Tijerina

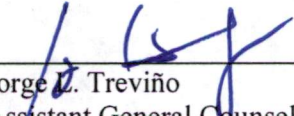
Webb County Judge


Jesse Gerardo Hernandez, MEd, LPC-S, LCDC
La Familia Consulting & Counseling

ATTESTED:


Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:


Jorge L. Treviño
Assistant General Counsel
Civil Legal Division

*The General Counsel, Civil Legal Division'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 June 13, 2022 Item # FD