

STATE OF TEXAS

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PROFESSIONAL SERVICES

COUNTY OF ATASCOSA

AGREEMENT

This professional services agreement (the “Agreement”) is between ATASCOSA COUNTY, TEXAS (“COUNTY”), a political subdivision of the State of Texas, and THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER OF SAN ANTONIO *aka* UTHSCSA (“SERVICE PROVIDER”), an agency of the State of Texas and a component institution of the University of Texas System governed by the Board of Regents (each individually, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, SERVICE PROVIDER will utilize trained personnel to perform the Services and thus, COUNTY has determined that the Services provided are professional services requiring work that is predominantly mental or intellectual rather than physical or manual, requiring special knowledge or attainment, and a high order of learning, skill and academic intelligence.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
PURPOSE

1.1 The purpose of this Agreement is for COUNTY to secure the development and operation of a program which shall provide the following services to individuals referred from the Mental Health Treatment Court (the “Program”): (1) full psychiatric evaluations; (2) monthly psychiatry follow-up care for each referred person.

ARTICLE II
TERM

2.1 The term of this Agreement shall commence on February 1, 2026, and end on September , 2026 (the “Term”).

ARTICLE III
SERVICES

- 3.1 SERVICE PROVIDER shall provide the followingservices (the “Services”):
- a) A psychiatrist, who is a licensed physician in the State of Texas and accredited as a medical doctor from an accredited school of medicine, to specifically address the mental health issues of individuals who are participating in the Mental Health

Treatment Court by providing psychiatric assessments.

- b) An Initial Psychiatric Evaluation shall include:
 - A sixty to ninety (60-90) minute one-on-one session;
 - Review of psychosocial history;
 - Review of symptoms by;
 - Review of substance abuse history;
 - Review of treatment goals;
 - Establishment of a treatment;

- d) Follow-Up Appointments shall include:
 - Thirty (30) minute sessions;
 - Review of symptoms;
 - Adjustment of medication;
 - Brief counseling;

- e) All appointments shall be telepsychiatry.

- f) SERVICE PROVIDER shall reserve that period of professional time required to fulfill the terms of this Agreement.

- k) SERVICE PROVIDER shall provide treatment plans and evaluations for each client within fourteen (14) days of completion on a monthly basis, as well as a treatment summary from the prior month. Any clinically significant updates related to the client and their treatment plan shall include treatment adherence, risks, or side effects and will be shared with the Mental Health Treatment Court team within twenty-four (24) hours from the time of update input. This information shall also be provided to Program case monitors. Progress summary shall include the date and time of each scheduled session and whether or not the client attended. If the session did not occur as scheduled, Program team members shall be apprised and shall have written indication that the appointment was cancelled by either the SERVICE PROVIDER or the client, or that the client failed to appear or call.

- m) Following referral of the client for Services, if SERVICE PROVIDER determines that its staff cannot address issues identified as problematic, or determines that the client referred is not in need of Services, then SERVICE PROVIDER shall provide written documentation of that determination, to include justification and referral for other services better suited to the client.

- n) The SERVICE PROVIDER staff assigned to the Program must have experience in providing mental health therapeutic intervention.

- o) SERVICE PROVIDER shall provide data and other information for any applicable grant reports.

- p) SERVICE PROVIDER shall maintain separate client records and data, such as

counseling notes and records of Service sessions, which will remain on the property of the SERVICE PROVIDER.

- q) SERVICE PROVIDER shall obtain client's authorization to release client's protected health information (PHI) to the COUNTY prior to disclosing any PHI. The authorization shall comply with HIPAA, Title 45, Part 164, as amended.

ARTICLE IV **COMPENSATION**

4.1 Total compensation for Services provided during the Term pursuant to this Agreement shall be an amount not to exceed **one hundred and thirty thousand dollars**(\$130,000.00).

4.2 For Services provided in accordance with Article III, Section 3.1 of this Agreement, COUNTY will pay SERVICE PROVIDER:

- a) An amount of **FOUR HUNDRED TWENTY DOLLARS AND ZERO CENTS** (\$400.00) for an Initial Psychiatric Evaluation as specified in 3.1(c) for each client; and
- b) An amount of **TWO HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS** (\$250.00) for a Follow-Up Appointment for each client as specified in 3.1(d).
- c) In no event shall total compensation for all Services provided pursuant to this Agreement during the Term exceed **one hundred and thirty thousand dollars**(\$130,000.00).

4.3 SERVICE PROVIDER shall submit an invoice to COUNTY's Auditor within ten (10) business days following the end of the invoiced month and shall include information deemed necessary by COUNTY for adequate fiscal control in regard to all Services rendered.

4.4 COUNTY will pay approved invoices in accordance with Texas Government Code Chapter 2251.

ARTICLE V **CONFIDENTIALITY OF RECORDS**

5.1 SERVICE PROVIDER shall maintain strict confidentiality of all information and records relating to clients, and shall not disclose the information, except as required to perform the Services pursuant to this Agreement, or as may be required by law.

ARTICLE VI
DISCLOSURE OF INFORMATION

7.1 SERVICE PROVIDER has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail the following information to COUNTY's Representative:

- a) Any and all corrective action required by any licensing authorities of SERVICE PROVIDER providing Services pursuant to this Agreement;
- b) Any and all litigation filed against SERVICE PROVIDER performing Services pursuant to this Agreement;
- c) Any arrest of SERVICE PROVIDER performing Services pursuant to this Agreement;

ARTICLE VII
EQUAL OPPORTUNITY

8.1 SERVICE PROVIDER agrees to respect and protect the civil and legal rights of all patients. It shall not unlawfully discriminate against patient on the basis of age, race, sex, religion, disability or national origin. SERVICE PROVIDER shall abide by all applicable federal, state and local laws and regulations.

ARTICLE VII
ASSIGNMENT & SUBCONTRACTING

9.1 SERVICE PROVIDER may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of COUNTY.

ARTICLE IX
OFFICIALS NOT TO BENEFIT

10.1 No officer or employee of COUNTY and no other public officials of the governing body of the locality or localities in which the Program is situated or being carried who exercise any functions or responsibilities in the Program shall participate in any decision relating to this Agreement that affects his/her personal interest or shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE X
DEFAULT

11.1 COUNTY may, by written Notice of default to SERVICE PROVIDER, terminate the whole or any part of this Agreement as it deems appropriate if SERVICE PROVIDER fails to perform the Services provided for by this Agreement within the time specified herein or any extension thereof and does not cure such failure within a period of ten (10) business days.

ARTICLE XI
TERMINATION

12.1 Either Party may terminate this Agreement upon:

- a) giving thirty (30) business days written Notice to the other Party of the intention to terminate; or
- b) the exhaustion of available funds.

12.2 If at any time during the Term of this Agreement, COUNTY determines, in its sole discretion, that the safety of clients may be in jeopardy, COUNTY may immediately suspend the effect of this Agreement including, but not limited to, the obligation to pay, upon giving Notice to SERVICE PROVIDER.

ARTICLE XII
INDEMNIFICATION

13.1 COUNTY and SERVICE PROVIDER acknowledge that they are, respectively, a political subdivision and agency of the State of Texas and are subject to and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et seq., and the remedies authorized therein regarding claims and causes of action that may be asserted by third parties for accident, injury or death.

ARTICLE XIII
TEXAS LAW TO APPLY

14.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

ARTICLE XIV
VENUE AND PERFORMANCE

15.1 All performance of Services, and exclusive venue for any litigation, arising from this Agreement shall be in Bexar County, Texas.

ARTICLE XV
LEGAL CONSTRUCTION

16.1 In the event that any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, then the invalid, illegal or unenforceable provision shall not affect any other provision hereof and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XVI
PRIOR AGREEMENTS SUPERSEDED

17.1 This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreement between the Parties concerning the subject matter herein.

ARTICLE XVII
AMENDMENTS

18.1 Any amendments to this Agreement must be in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE XVIII
REPRESENTATIONS & WARRANTIES

19.1 SERVICE PROVIDER hereby represents and warrants the following:

- a) That it has all necessary right, title, license and authority to enter into this Agreement;
- b) That it is qualified to do business in the State of Texas; that it holds all the necessary licenses and staff certifications to provide the type(s) of Services being contracted; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Bexar, or any political subdivision thereof;
- c) That it carries sufficient insurance to protect COUNTY under the indemnity provisions of, as well as for any potential liabilities that arise from or are related to, this Agreement; and

ARTICLE XIX
ADDITIONAL TERMS

20.1 SERVICE PROVIDER shall comply with all applicable federal and state laws and regulations regarding Services delivered pursuant to this Agreement.

20.2 SERVICE PROVIDER agrees to maintain and make available for evaluation, inspection, audit or reproduction by COUNTY, all books, documents and other evidence pertaining to the costs and expenses of this Agreement.

20.3 SERVICE PROVIDER shall retain and make available to COUNTY, during normal business hours, all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending

litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY's inspection, during normal business hours, all contractual agreements with SERVICE PROVIDER's subcontractors for Services related to this Agreement.

20.4 In performing the Services pursuant to this Agreement, SERVICE PROVIDER is an independent contractor and no provision of this Agreement shall be construed as making SERVICE PROVIDER the agent, servant or employee of COUNTY.

ARTICLE XX **INSURANCE**

21.1 It is the policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the State who are acting within the scope of their employment. Rather, third parties must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment as more fully set out above. Notwithstanding the foregoing, each component of the University of Texas System may enroll qualified personnel into the UT Systems Professional Medical Liability Benefit Plan, under the authority of Chapter 59, Texas Education Code. A copy of the plan can be found at: <http://www.utsystem.edu/ogc/health/homepage.htm> The University has and will maintain in force during the Term of this Agreement adequate insurance to cover its indemnification obligations, including worker's compensation/employer's liability coverage provided at statutory minimum coverage.

21.2 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by COUNTY, SERVICE PROVIDER shall notify the COUNTY of such and shall give such Notices not less than thirty (30) calendar days prior to the change, if SERVICE PROVIDER knows of said change in advance, or ten (10) calendar days' Notice after the change, if SERVICE PROVIDER did not know of the change in advance. Such Notice must be accompanied by a replacement Certificate of Insurance. All Notices shall be given to the COUNTY at the following addresses with a copy of this Agreement:

Tracy Barrera, County Auditor
1 Courthouse Circle Drive, Suite 105
Jourdanton, TX 78026

21.3 In addition to any other remedies COUNTY may have upon SERVICE PROVIDER's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, COUNTY shall have the right to order SERVICE PROVIDER to stop Services, and/or withhold any payment(s) which become due to SERVICE PROVIDER until SERVICE PROVIDER demonstrates compliance with the requirements hereof.

21.4 Nothing herein contained shall be construed as limiting in any way the extent to which SERVICE PROVIDER may, as authorized by the laws and Constitution of the State of Texas, be held responsible for payments of damages to persons or property resulting from SERVICE

PROVIDER's or its subconsultant's performance of the Services provided pursuant to this Agreement.

ARTICLE XXI
NOTICE

22.1 All notices to be provided pursuant to this Agreement ("Notice") must be in writing, and must be either personally delivered against a written receipt thereof or submitted by certified or registered mail, return receipt requested, postage prepaid and addressed to the proper Party at the address which appears below, or at such other address as the Parties may designate in writing. All Notices sent by mail will be deemed to have been provided on the date of written receipt or United States Postal Service postmark and shall be effective from such date.

If to COUNTY:
81st District Judge (Judge Jennifer M. Dillingham)
1405 Campbell Avenue
Jourdanton, Texas 78026

AND

Atascosa County Judge (Weldon P. Cude)

If to SERVICE PROVIDER: Christine Hernandez, MD, TCC Medical Director
Department of Psychiatry
5788 Eckhert Rd,
Mail Stop Code (MSC) 7792
San Antonio, Texas 78240

ARTICLE XXII
ACKNOWLEDGEMENTS

23.01 The Parties acknowledge that SERVICE PROVIDER is an agency of, and that COUNTY is a political subdivision of, the State of Texas and that, under the Constitution and laws of the State of Texas, both possess certain rights and privileges, are subject to certain limitations and restrictions, and only have such authority as is granted to them under the Constitution and the laws of the State of Texas. Notwithstanding any provision of this Agreement, nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver of restriction of any of the rights, remedies, claims and privilege of the State of Texas. Notwithstanding the generality or specificity of any provision of this Agreement (including, without limitation, any provision pertaining to indemnification, a cap on liability, a limitation of damages, or a waiver or limitation of rights, remedies, representation or warranties), the provisions of this Agreement, as those provisions pertain to SERVICE PROVIDER and COUNTY, are enforceable only to the extent authorized by the Constitution and laws of the State of Texas. The

Parties will not be required to perform or refrain from performing any act that would violate the laws or the Constitution of the State of Texas.

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

COUNTY OF ATASCOSA

**THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER OF SAN
ANTONIO AKA UTHSCSA**

By: _____
Weldon P. Cude
County Judge

By: _____
GINNY GOMEZ-LEON, MBA, CPA
Sr. Vice President/CFO

Date: _____

Date: _____