



required of a Physician for the Juvenile Probation Center as specified in the Request for Proposal (RFP) and Physician's Response to the RFP attached as **Exhibit "A"** and **Exhibit "B"** respectively and incorporated herein for all purposes. In the event of any discrepancy or inconsistency, the Request for Proposal shall control. These services include, but are not limited to:

- 1) Have experience in counseling intervention juvenile age population, parents, group, etc.;
- 2) Be familiar with the rules, procedures and practices of the "Juvenile Intervention" programs;
- 3) Experience with providing counseling services with other "Juvenile Probation" entities;
- 4) Knowledge of family techniques;
- 5) Knowledge of Juvenile techniques;
- 6) Knowledge of behavior modification and applied behavior modification;
- 7) Understanding of effective counseling strategies utilized to counsel juveniles, parents, group;
- 8) Each juvenile, parent, group shall remain in program until successful completion;
- 9) Progress report(s) required to be submitted to "Chief Probation Officer" of the "Judge Mario E. Ramirez Juvenile Justice Center" and/or designee;
- 10) Must submit copies of their credentials, License(s), qualifications;
- 11) Any/All submitting a response are subject to criminal history and background checks;
- 12) Required to submit outlines of Counseling Services to be provided. Such detail is required for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" to understand the content, progression of submittal's understanding of mythology;
- 13) To provide services in the language of literacy and understanding of the juvenile, parent, group, etc.;
- 14) Licensed Counselor(s) may be called to testify in a "Juvenile Court of Law";
- 15) Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, parents, group;
- 16) Services must be provided on an "As Needed Basis", upon request and approval by "Chief

Probation Officer” of the “Judge Mario E. Ramirez, Jr. Juvenile Justice Center”;

- 17) An “Pre-Assessment” and “Final Assessment” study plan shall be submitted with a summary report upon request at any time by the “Chief Probation Officer” and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified criteria refusal or failure to attend or participate in treatment services, failing to abide by the client’s treatment’s plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;
- 18) The “Licensed Professional Counselor” must be available to communicate and staff cases with the “Chief Probation Officer” of the “Judge Mario E. Ramirez, Jr. Juvenile Justice Center”;
- 19) Explain how a diagnosis is determined and how recommendations are made;
- 20) Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;
- 21) Licensed Professional Counselor(s) with preferred experience including but not limited, to the following:
  - criminal/gang orientation
  - aggressive behavior
  - lack of victim empathy
  - substance abuse
  - educational issues
  - issues with authority
  - lack of pro social values
  - emotional/mental health disorders
  - impulsive-aggressive behaviors
  - low intellectual capacity
  - educational issues
  - chaotic home environment

2. **License.** Physician represents that he/she is licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Physician shall immediately notify the County and “Judge Mario E. Ramirez, Jr. Juvenile Justice Center” of such suspension or revocation.

3. **Consideration.** As consideration for the above and foregoing, Physician shall submit a monthly billing statement to the County. Said statement must include an itemized list of services rendered to the County during the statement period. Upon receipt of said statement, the County shall submit a

requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Physician shall be compensated according to the negotiated monthly amount as evidenced in **Exhibit “B”** entitled “Negotiated Monthly Amount” for the services provided to the County. County shall not be liable for costs incurred or performances rendered by Physician before or after the Contract Term; for expenses not billed to County within the applicable time frames set forth in this Contract; or for any payment for services or activities not provided pursuant to the terms of this Contract. Physician shall be responsible for all mileage and other expenses related to the fulfillment of the requirements of the Contract.

4. **Independent Contractor.** Physician must comply with all applicable federal, state and local laws, rules, regulations, County and “Judge Mario E. Ramirez, Jr. Juvenile Justice Center” policies. Notwithstanding the foregoing sentence, Physician represents and maintains that Physician is an independent contractor and is not an employee of the County, Texas, or any agency thereof, and represents and warrants that Physician does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County’s Civil Service Program. Physician agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Physician will incur no financial obligation on behalf of the County without prior written approval of the County. Physician will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

5. **Term.** The term of this Contract shall be for a period of **one (1) years** and shall commence on **January 01, 2020** and end on **December 31, 2021** with the option to renew for an additional two (2) one (1) year periods under the same rates, terms and conditions reserved solely by the County. Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for

qualifications.

6. **Termination.** Physician agrees to give County two weeks' notice of his intent to terminate the Contract; however, if County is unable to find a suitable replacement within that time, Physician agrees to continue as Physician for a period not to exceed thirty (30) additional days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement. The County may terminate this agreement with or without cause with thirty (30) days written notice to Physician.

7. **General Provisions.**

a. **Insurance.** Consistent with its status as an independent contractor and at its sole expense, Contractor agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain in full force and effect any and all insurances which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Contractor's activities and all persons, vehicles, equipment and property, connected with providing Services, to include theft and loss, and including, but not limited to professional liability insurance covering Contractor's activities in providing the services to County. Coverage shall be in the amounts specified by the County in the Procurement Packet/Specifications or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code. These requirements do not establish limits of Contractor's liability. Contractor is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance contractor authorized to do business in the State of Texas and acceptable to County. Contractor shall cause all subcontractors utilized by Contractor to also comply with these specifications. For each applicable policy, Contractor shall name the County as an additional insured. Contractor shall notify County a minimum of thirty (30)

days in advance of cancellation of all or part of a policy. Contractor shall notify County in writing within 24 hours of any claim or demand against County or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract. Contractor shall make any other insurance documentation available to County upon request. Contractor shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect (See Exhibit "C" attached hereto and incorporated herein for all purposes) within ten (10) calendar days of execution and/or renewal of this Contract on an Acord Form Certificate of Liability.

**b. Assignment.** Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

**c. Notice.** Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:

County of Hidalgo, Texas  
Attention: County Judge  
100 East Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally

delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

**d. INDEMNIFICATION.** THE CONTRACTOR WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY AND EXPENSES (INCLUDING COST OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEY'S FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS AGREEMENT, WHETHER SUCH ACT, OMISSION OR FAILURE WAS THE CONTRACTOR'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE CONTRACTOR. UPON WRITTEN NOTICE FROM THE COUNTY, THE CONTRACTOR WILL RESIST AND DEFEND AT CONTRACTOR'S EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE CONTRACTOR WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED, AS PROVIDED ABOVE.

**e. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**f. Successors.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**g. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

**h. Non-Exclusive.** This is a non-exclusive contract and the County is not precluded from retaining the services of other physicians when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another physician.

**i. Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to

Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including the lease of real or personal property under Tex. Loc. Govt. Code §271.903*: In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

**j. Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

**k. Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

**l. Nondiscrimination:** Contractor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-

federally funded program or activity when providing any services described herein under this contract/agreement. Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964, as amended and its provisions and assurances provided as part of the initial procurement packet and incorporated herein and made a part of this agreement for all purposes.

**m. Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

**n. Required Contract Provision for Contracts Subject to Federal Award (if applicable):** If applicable, Contractor agrees to abide by provisions of Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards as well as required Federal Emergency Management Agency (FEMA) contract clauses. Applicable required clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

**o. Reporting and Records.** Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames. The Contractor shall, at Contractor's expense, keep or cause to be kept in an adequate filing system, accurate and complete records of Services provided. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days. Contractor shall make all of his records and books reasonably related to this Contract available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Contract. All documents shall be maintained and kept by Contractor as per the retention schedule provided by the Texas State Records Retention Schedule or Hidalgo County Policy. If any litigation, claim, or audit involving these records begins before the specified period expires,

Contractor must keep the records and documents until all litigation, claims or audit findings are resolved.

**p. Confidentiality.** Contractor, including, without limitation, its employees and agents, shall not disclose privileged or confidential communications or information acquired in the course of the performance of services under this Contract, unless authorized by law. Contractor agrees to safeguard and adhere to all confidentiality, privacy and security requirements according to this Contract and the applicable federal, State and local rules and regulations for all information deemed confidential. Release of information is subject to the provisions of the Texas Public Information Act (PIA) (*See* Chapter 552 of the Texas Government Code) or otherwise required by law. Contractor shall comply with any and all applicable requirements of the Health Information Portability & Accountability Act (HIPAA), the Texas Medical Records Privacy Act (TMRPA) and other related statutes, rules and regulations in the performance of services under this Contract.

**q. Government Funded Project.** If Contract is funded in part by either the State of Texas or the federal government, the Contractor agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulations, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Contract.

**r. No Implied Waiver.** Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

**s. Amendments.** Any amendments to this Agreement will be effective only if in writing and signed by the County and Contractor.

**t. Headings.** The headings and captions contained in this Agreement are solely for convenient

reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**u. Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

**v. Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Contractor and County in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**COUNTY OF HIDALGO, TEXAS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hon. Mario E. Ramirez Jr. 332<sup>nd</sup> District Court

By: \_\_\_\_\_ Date: \_\_\_\_\_  
MaryAnn Denner, Director/Chief JPO

**CONTRACTOR:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Hidalgo County Criminal District Attorney's Office  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Josephine Ramirez, Assistant District Attorney