

- (a) Conducting individual family and/or group counseling appropriate for the needs of each Client;
- (b) Conducting psychosexual examination of the Clients as required by the Department;
- (c) Conducting other evaluations and tests on each Client as required by the Department;
- (d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;
- (e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
- (f) Serving on general call on a daily basis.
- (g) HIPAA & DUA Agreements - Physician shall agree to execute any and all necessary documents which may be supplemental to the terms of this Agreement and to take all additional actions, including endorsing any and all documents which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, including but not limited to a Data Use Agreement and a Business Associate Agreement, if applicable.

2. **License.** Contractor represents that he/she is licensed by the State of Texas and qualified to perform and execute the services provided above and/or it employs "Licensed Professional Counselors" 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 Counselor shall immediately notify the County and the Chief Juvenile Probation Officer of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. **Records.** Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappeasable determination of any applicable court or agency. In addition,

Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and report, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. **Guidelines.** Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. **Consideration.** As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department. Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychosexual evaluations	\$ _____	Maximum per Evaluation
Psychosexual Evaluations Update/Addendum	\$ _____	Maximum per Evaluation
Individual and/or Family Counseling	\$ _____	Maximum per Client (per hour)
Group Counseling	\$ _____	Maximum per Client (per group session)

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by County, Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. **State Funds.** Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event,

Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to the Contract and to keep adequate books and records of all such receipts and/or expenditures.

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

8. **Term.** The term of this Contract shall be for a period of **one (1) years** and shall commence on **February 21, 2021** and end on **February 20, 2022** 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.

9. **Termination.** Department and Counselor agree that either party may terminate this agreement at any time with or without cause upon giving thirty (30) days prior written notice to the other party.

10. **Funding.** Department hereby notifies Contractor that this Agreement may be wholly or partially funded with state grant funds and as such, this Agreement shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

11. **Standards.** Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

12. **Conflict of Law.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and

any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

13. **Monitoring.** Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

14. **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 Department/County. Coverage shall be in the amounts specified by the Department/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: Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Judge Mario E. Ramirez, Jr.
P.O. Box 267
Edinburg, Texas 78540

Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: MaryAnn Denner, Director/Chief JPO
1001 N. Doolittle Road
Edinburg, Texas 78542

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 DEPARTMENT AND COUNTY OF HIDALGO 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 Department is not precluded from retaining the services of other Licensed Professional Counselors when, in the sole opinion of the Department, it would be in the Department's best interest to retain the services of another Licensed Professional Counselor.

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 Department and/or County does not hereby waive, release or relinquish any right to assert any of the defenses Department and/or County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Department and/or County as to any claim or action of any person, entity, or individual against Department and/or 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 Department 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 Department/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 Department, 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 Department 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 Department 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 Department/County in accordance with its terms.

EXECUTED as of the day and year first written above.

**COUNTY OF HIDALGO, TEXAS acting by and through the
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER**

By: _____
Hon. Mario E. Ramirez Jr. 332nd District Court
Hidalgo County Juvenile Board of Judges

Date: _____

By: _____
MaryAnn Denner, Director/Chief JPO

Date: _____

CONTRACTOR:

By: _____

Date: _____

APPROVED AS TO FORM:

Hidalgo County Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
David R. Cantu, Assistant District Attorney

Approved by the Hidalgo County Juvenile Board of Judges on: _____