



AGREEMENT FOR COMPREHENSIVE PSYCHIATRIC EVALUATION AND MEDICATION MANAGEMENT SERVICES

NUECES CENTER FOR MENTAL HEALTH AND INTELLECTUAL DISABILITIES

This Agreement ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and the Nueces Center for Mental Health and Intellectual Disabilities, a unit of local government in the State ("MHID"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, on September 7, 2021, the City Council approved \$64,000 in funding for the Nueces Center for Mental Health and Intellectual Disabilities in the City's Fiscal Year 2021-2022 Operating Budget;

WHEREAS, MHID operates in Corpus Christi, Nueces County, Texas and one of its goals is to provide people with mental illnesses with psychiatric services, medications, and wellness services.

NOW, THEREFORE, City and MHID agree as follows:

- 1. Scope. MHID** will provide Comprehensive Psychiatric Evaluation and Medication Management in Corpus Christi, Texas ("Services") during FY 2021-2022 in accordance with the Scope of Work attached hereto and incorporated herein as **Exhibit A**.
- 2. Term.** The term of this Agreement shall begin October 1, 2021 and end on September 30, 2022.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed **\$64,000.00**. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Neighborhood Services Department
P.O. Box 9277
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Jennifer Buxton, Assistant Director
Neighborhood Services Department
1201 Leopard Street, 2nd Floor
Corpus Christi, Texas 78401
(361) 826-3976
Jenniferb9@cctexas.com

5. **Insurance.** Before performance can begin under this Agreement, **MHID** must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the Contract Administrator's written request. Insurance requirements are as stated in **Exhibit B** attached hereto and incorporated herein by reference. **MHID** may provide a letter of self-insurance, as an alternative to a Certificate of Insurance, if said letter of self-insurance is approved by the City's Risk Manager.
6. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
7. **Independent Contractor.** **MHID** will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
8. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
9. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
10. **Taxes.** **MHID** covenants to pay all payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes for its employees. Upon

request, the Contract Administrator shall be provided proof of payment of these taxes within 15 days of such request.

- 11. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Neighborhood Services Department
1201 Leopard Street, 2nd Floor
Corpus Christi, Texas 78401
(361) 826-3976 (office)

IF TO CONTRACTOR:

Nueces Center for Mental Health & Intellectual Disabilities
1630 S. Brownlee Blvd.
Corpus Christi, Texas 78404
(361) 886-6900 (office)

- 12. MHID SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS (“INDEMNITEES”) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS’ FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY MHID OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE MHID OR ITS EMPLOYEES OR AGENTS. MHID MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF MHID UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

13. Termination.

(A) The City may terminate this Agreement for **MHID's** failure to comply with any of the terms of this Agreement. The City must give **MHID** written notice of the breach and set out a reasonable opportunity to cure. If **MHID** has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to **MHID**. The City may also terminate this Agreement upon 24 hours written notice to **MHID** for failure to pay or provide proof of payment of taxes as set out in this Agreement.

14. Limitation of Liability. The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.

15. Assignment. No assignment of this Agreement by **MHID** or of any right or interest contained herein, is effective unless the City Manager or his designee first gives written consent to such assignment. The performance of Services described in this Agreement by **MHID** is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

16. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

17. Order of Precedence. In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- A. this Agreement (excluding attachments and exhibits);
- B. its attachments and exhibits;

18. Certificate of Interested Parties. **MHID** agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

- 19. Governing Law. MHID** agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 20. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**NUECES CENTER FOR MENTAL HEALTH AND
INTELLECTUAL DISABILITIES**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta, City Secretary

Tracey Cantu, Interim Director
Department of Neighborhood Services

Date: _____

Approved as to Form:

Kent McIlyar, Assistant City Attorney

Attached and Incorporated by Reference:

Exhibit A: Scope of Work

Exhibit B: Insurance Requirements