

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF KILLEEN, TEXAS
AND CEN-TEX ALCOHOL REHABILITATION CENTER INC. (“CEN-TEX ARC”)

THIS AGREEMENT is made and entered by and between the CITY of Killeen, Texas, a home rule municipal corporation located in Bell County, Texas (hereinafter called **CITY**) and **CEN-TEX ALCOHOL REHABILITATION CENTER INC. (“CEN-TEX ARC”)** a nonprofit organization hereinafter referred to as "**Services Provider**" or "**CEN-TEX ARC**", to be effective from and after the date as provided herein.

WHEREAS the **CITY** desires to have the services performed as set forth below requiring specialized skills, licenses and other supportive capabilities.

WHEREAS the **CITY** has determined that the **CEN-TEX ARC** is qualified and possesses sufficient skills, licenses and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

I. SCOPE OF SERVICES

CEN-TEX ARC shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement.

CEN-TEX ARC will:

1. Develop a system of triage and enrollment that enables clients being referred to have quick and easy access to services offered under their program.
2. Use the Homeless Management Information System (HMIS) as a tool to securely share, refer, and track client progress that is compliant with HIPPA and Personal Identifiable Information (“PII”) federal standards.
3. Provide services that includes, but not limited to:
 - a. Up to a maximum of One-Hundred Eighty (180) days of combined substance use counseling and treatment, and comprehensive wrap-around services that address social needs to prepare individuals for long-term self-sufficiency and independence;
 - b. Nutritious meals including three (3) meals daily, seven (7) days weekly, using USDA-approved meal plans;

- c. 24-hour Resident Monitoring for safety and security on property;
 - d. Semi-private living accommodations that include up to three clients per room, and a shared bathroom;
 - e. Transportation resources on an as needed basis;
 - f. Additional life skills coaching by trained staff;
 - g. Comprehensive Case Management services that help address other life struggles provided by licensed substance use counselors;
 - h. Other services as identified by the client and their counselor;
 - i. Additional services will be determined by needs requested and defined by **CITY** and agreed upon by **CEN-TEX ARC**.
 - j. Respond promptly in writing to requests by the **CITY** for authorization to proceed with specific additional services outside the agreed upon services.
4. Provide written reports to the **CITY** as requested or required by any agreement or contract to provide services to the applicable client (s) as directed.
5. The total fee for the services shall not exceed **ONE HUNDRED FORTY-THREE THOUSAND ONE HUNDRED THIRTY DOLLARS (\$143,130.00)**. The **CITY** has designated Officer Evan Crouse from the Killeen Police Department Homeless Outreach (HOT) Team, or other assigned designee as the **CITY's** Representative, who shall have authority to coordinate required services of each bed on the **CITY's** behalf with respect to this Agreement consistent with the budget policy.

II. CLIENT ACCEPTANCE CRITERIA:

- 6. Client must be homeless and have a substance use disorder; and
- 7. Client must conduct a pre-interview by a Committee, members to represent both **CEN-TEX ARC** and the **CITY**, to determine suitability for the program.
- 8. Client must consent to a background check so that **CEN-TEX ARC** is aware of criminal history but does not necessarily exclude enrollment. No individuals with convictions for arson or any sex-related offenses including registered and un-registered sex offenders will allowed in the program.
- 9. Client must agree to conduct a medical evaluation with a licensed physician and registered nurse and be determined healthy enough to be in a residential treatment and housing program.
- 10. Client must consent to Central Counties Services (former MHMR) involvement to determine co-occurring mental health issues needing treatment there.

III. RIGHTS, RESPONSIBILITIES AND DUTIES

The Parties agree that their responsibilities to work together will include the following:

1. Parties agree to adhere to the guidelines stipulated in the Health Insurance Portability and Accountability Act of 1996 (HIPPA); 42 CFR Section 2; and other federal and state laws and regulations as related to the client confidentiality and privacy requirements, including those specific to minor children when providing services. All necessary Releases of Information (ROI) will be obtained when legally required and kept on file in HMIS by each Party under the client's unique identifier. Each Party will be responsible for ensuring their staff are properly trained and that they adhere to the HIPPA & PII confidentiality requirements as directed.
2. Parties agree to maintain proper and accurate records of services in both HMIS database and individual client records, as applicable, by the respective organization for the purpose of service documentation.
3. Parties agree that no part of this Agreement shall limit an individual from their right to choose or refuse services from either Party.
4. Parties agree that clients will have the right to a grievance process with the respective Party, if requested, and will be the said Parties responsibility to establish a process or procedure if not already in place.
5. Parties agree that clients will not be charged or pay for any services or fees directly under the stipulations of this Agreement and/or other subcontractor agreements.

IV. CITY OBLIGATIONS

CITY will:

1. Refer clients identified as having a significant need and could benefit from the services offered by **CEN-TEX ARC** using an agreed upon evaluation system of eligibility for the referral.
2. Share information via use of the Homeless Management Information System (HMIS) as a tool to document and track clients referred and services provided as part of the larger component of addressing homelessness and mental health.
3. Provide payment for services as agreed upon in this Agreement as applicable.

V. TERM

No coordination of services/assignment for bed(s) shall occur prior to execution of this Agreement, and the term shall terminate and the expenditure of allocated funds for services or extended by mutual written agreement of the Parties.

VI. ASSIGNMENT

The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither Party will assign, sublet nor transfer any interest in this Agreement without the written authorization of the other.

VII. AMENDMENTS

No provisions of this Agreement may be amended or modified except by a further written document approved and signed by the **CITY** and **CEN-TEX ARC**.

VIII. TERMINATION

In connection with the work outlined in this Agreement, it is agreed and fully understood by **CEN-TEX ARC** that the **CITY** may cancel or indefinitely suspend further work hereunder or terminate this Agreement for convenience or cause upon thirty (30) days written notice to the **CEN-TEX ARC** with the understanding that immediately upon receipt of said notice all Services being performed under this Agreement will cease. Before the end of such thirty (30) day period **CEN-TEX ARC** will invoice **CITY** for all work satisfactorily completed and will be compensated in accordance with the terms of this Agreement.

CEN-TEX ARC will have the right to terminate this Agreement for cause, on thirty (30) days written notice to the **CITY** should the **CITY** fail to satisfactorily perform its obligations herein. In the event of termination, **CEN-TEX ARC** will be paid for all services rendered to date of termination. In the event of termination hereunder, **CEN-TEX ARC** will invoice **CITY** for all work satisfactorily completed up to the date of this notice of termination and will be compensated in accordance with the terms of Agreement.

III. CHOICE OF LAW; VENUE

Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement will be exclusively in Bell County, Texas, and any court of competent jurisdiction will interpret this Agreement in accordance with the laws of the State of Texas. The prevailing party in an action brought under or concerning this Agreement may recover costs of court, reasonable attorney's fees, and reasonable expert witnesses' and Service Providers' fees.

IV. PAYMENT

Payment will be made by **CITY** under this Agreement per the following:

1. A fee of **\$195.00. per person. per day**, for services rendered. Payment is limited to up to One Hundred Eighty (180) days of treatment per client.
2. Payment will be made within 30-days of **CITY** receiving invoice.
3. **CEN-TEX ARC** will bill **CITY** within 10-business days of each proceeding thirty days of treatment, up to the maximum 90 days of treatment per client.

V. HOLD HARMLESS

TO THE EXTENT ALLOWED BY LAW, EACH PARTY TO THIS AGREEMENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER FOR AND FROM ANY CLAIMS, CAUSES OF ACTION, OR ANY OTHER PROCEEDING OF ANY TYPE OR KIND THAT IS MADE AGAINST THE OTHER WHERE SUCH CLAIM, CAUSE OF ACTION OR OTHER PROCEEDING ARISES FROM THE CONDUCT, ACT, OMISSION, OR COMMISSION BY THE OTHER PARTY.

VI. STANDARD OF CARE

Services performed under this Agreement shall be by a licensed **SERVICE PROVIDER** if a license is required by the **SERVICE PROVIDER'S** profession and shall be executed with the professional skill and care ordinarily provided by a competent **SERVICE PROVIDER** in the same or similar locality under the same or similar circumstances and professional license and shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent **SERVICE PROVIDER**.

VII. INDEMNIFICATION

THE SERVICE PROVIDER WILL INDEMNIFY, DEFEND, AND HOLD THE CITY AND ALL OF ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING COSTS OF COURT, REASONABLE ATTORNEYS' FEES, EXPERT WITNESSES' AND SERVICE PROVIDERS' FEES, ON ACCOUNT OF DAMAGE TO PROPERTY AND/OR INJURIES, INCLUDING DEATH, TO ALL PERSONS, DUE TO ANY ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT, CAUSED BY SERVICE PROVIDER OR ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ACTIONS FOR WHOM SERVICE PROVIDER IS LIABLE, AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM, OR ANY OF THEM IN CONNECTION WITH THIS AGREEMENT.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

VIII. CONFIDENTIALITY

All information obtained during the execution of this Agreement by **SERVICE PROVIDER** is deemed confidential. Disclosure of information by **SERVICE PROVIDER** not authorized by **CITY** in writing will constitute a material breach of this Agreement. Notwithstanding anything herein to the contrary, the **CITY** is a governmental entity and shall abide by the laws governing Open Government and the opinions of the Attorney General now current and as amended.

IX. INSURANCE

The **SERVICE PROVIDER** will maintain at all times professional liability or errors and omissions insurance covering any claim hereunder occasioned by **SERVICE PROVIDER's** negligent act, or error or omission in an amount of not less than \$1,000,000 general aggregate. **SERVICE PROVIDER** agrees to maintain professional liability insurance during the term of this agreement and, if the policy is on a claims made basis, for a period of not less than five (5) years after the Project is complete and provide proof of such continuing coverage. **SERVICE PROVIDER** further agrees to provide proof of coverage as needed for prior acts back to the date of execution of this agreement if **SERVICE PROVIDER** changes insurance carriers during this extended indemnity period.

SERVICE PROVIDER will further maintain general commercial liability coverage \$1,000,000 per occurrence (Bodily injury and property damage). **SERVICE PROVIDER** will maintain Automobile Liability coverage in an amount of \$500,000 Combined single limit for each accident (Bodily injury and property damage). **SERVICE PROVIDER** will maintain Professional Liability Insurance \$1,000,000 general aggregate.

COMPLIANCE WITH LAWS

The **SERVICE PROVIDER**, his **SERVICE PROVIDER's**, agents and employees and subcontractors, will comply with all applicable Federal and State laws, the Charter and Code or Ordinances of the City of Killeen, and all other applicable rules and regulations promoted by all local, State and National boards, bureaus and agencies.

X. SERVICE PROVIDER'S CERTIFICATION

SERVICE PROVIDER certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the **CITY**.

SERVICE PROVIDER certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. **SERVICE PROVIDER** further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189. Texas Government Code, Chapter 2274 – the **SERVICE PROVIDER** verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.* Texas Government Code, Chapter 2274 – the **SERVICE PROVIDER** verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

XI. EXECUTION OF AGREEMENT

SIGNED, ACCEPTED AND AGREED TO this day of 2023, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

By: _____

Kent Cagle, City Manager

Date: _____

Principal Place of Business/Address: 101 North College Street, Killeen, Texas 76541

By: Mark Baker

Mark Baker, Executive Director

11/21/2023
Date: _____

Principal Place of Business/Address:

Cen-Tex ARC, 2410 E. Adams Avenue, Temple, TX 76503