

STATE OF TEXAS }
COUNTY OF WEBB }

**SUBSTANCE ABUSE TREATMENT SERVICES OPERATION AGREEMENT
BETWEEN WEBB COUNTY AND PROYECTO AYUDA FOR THE 406TH JUDICIAL
DISTRICT COURT, ADULT DRUG COURT PROGRAM, SUBSTANCE ABUSE
MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) GRANT FUND
NUMBER 1H79TI024197-03**

Agreement made between and effective the 1st day of October 2014 the County of Webb, (hereinafter referred to as “Webb County) and the “Proyecto Ayuda”, formally known as Juntos Caminaremos, Inc.

RECITALS

WHEREAS, Webb County by and through the 406th District Court Drug Court Program (DCP) is authorized by Chapter 469 of the Texas Health and Safety Code to provide an alternative to traditional criminal sanctions for eligible participants of the Drug Court Program; and

WHEREAS, one of the goals of Webb County and the 406th District Court Drug Court Program is to assist participants of the DCP in modifying their behavior so that they may be re-integrated into society as socially acceptable, self-sustaining and productive citizens of the community; and

WHEREAS, Webb County and DCP desire to engage the services of professional licensed counselors to perform the services in this regard; and

WHEREAS, Proyecto Ayuda, Inc. is capable of providing professional counseling services and desires to render services for participants of the DCP on the terms and conditions provided herein; and

WHEREAS, this agreement complies with the finding requirements of the State of Texas, Office of the Governor,

NOW THEREFORE, Webb County hereby retains the services of PROYECTO AYUDA, Inc., and PROYECTO AYUDA, Inc. hereby agrees to render its services as follows:

I. SERVICES

1. PROYECTO AYUDA, Inc. shall provide group sessions to the participants of the Drug Court Program (DCP). Each group will have approximately 8 participants.

2. In addition to having group sessions, PROYECTO AYUDA, Inc. will provide individual treatment sessions that include but are not limited to intakes, orientations, screenings, and assessments, admission to OPT, treatment planning, and case management.

3. PROYECTO AYUDA, Inc. shall submit weekly attendance reports to the DCP Administrator and DCP Case Managers as requested and required.

4. PROYECTO AYUDA counselors shall provide service coordination to residential services for DCP participants. Services include:
 - A. Screening interviews to determine appropriateness and eligibility to a particular program/service, including residential services.
 - B. Assessment interviews to identify and evaluate an individual's strengths, weaknesses, problems, and needs, which will also provide an extent of how alcohol and/or drugs use has interfered with the participants functioning in each of the areas explored.
 - C. Consent/Referral to OSAR for residential approval and to be placed on waiting list.
 - D. Consent/Referral to any residential facility that would be utilized.
 - E. They will conduct follow-up with OSAR, at minimum once every other week, to follow-up on placement opportunities.
 - F. If any task listed from A-E needs to be recaptured due to placement taking longer than 30 days, counselors will update information as needed until placement is available.
 - G. All these duties will be documented in DCCMS.

5. PROYECTO AYUDA shall provide service to collect urine analysis and breathalyzer tests randomly including weekends as needed.

II. CONFIDENTIALITY

Any reports, information, data or studies given to or assembled by PROYECTO AYUDA, Inc. under this agreement shall be kept confidential and **shall not** be made available to any individual or organization without prior written approval of Webb County, unless otherwise provided by law.

III. TERM

This agreement shall be in effect and shall commence on October 1, 2014. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

IV. COMPENSATION

For services rendered hereunder, Webb County will compensate PROYECTO AYUDA, Inc. an amount not to exceed an amount of seventy three thousand and one hundred dollars (\$73,100.00) at a rate of fifty dollars (\$70.00/hr.) per group session, twenty eight dollar (\$32.00/hr.) per individual session, random weekend UA's at a rate of five dollars (\$5.00/UA) and weekend random Breathalyzer at a rate of three dollards (\$3.00/Breathalyzer). Webb County shall make payment after JUNTOS CAMINAREMOS, Inc. has submitted an itemized request for payment; including the nature of the services provided, to Webb County.

V. INSURANCE AND INDEMINIFICATION

In order to protect Webb County and 406th District Court Drug Court Program, Proyecto Ayuda, Inc. shall maintain a policy of professional liability insurance and shall further indemnify and hold Webb County harmless from any and all claims arising out of the performance of his/her duties under this agreement.

VI. ASSIGNMENT

Neither this agreement nor any duties or obligations hereunder shall be assignable by PROYECTO AYUDA, Inc. without prior written consent of Webb County.

VII. SUCCESSORS AND ASSIGNS

Subject to the provision regarding assignment, this agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

VIII. GOVERNING LAW

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

IX. NOTICES

Any notice required hereunder shall be in writing and hand delivered or mailed to the respective parties as follows:

TO: PROYECTO AYUDA, Inc.

Graciela Martinez Vela
Chief Executive Officer/President
519 S. Loring
Laredo, TX 78043

TO: WEBB COUNTY

Honorable Danny Valdez
Webb County Judge
1110 Victoria Suite 104
Laredo, Texas 78040

X. INDEPENDENT CONTRACTOR

It is the intention of the parties that under this agreement PROYECTO AYUDA, Inc. is an independent contractor and not an employee of Webb County or of 406th District Court Drug Court Program. In this regard, Webb County shall not dictate the manner and method of providing services so long as such services are provided in compliance with accepted procedures and standards of care of PROYECTO AYUDA, Inc.'s profession.

XI. ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein shall be valid or binding unless in writing signed by both parties.

IN WITNESS HEREOF we have affixed our signatures on this the _____
day of _____, 2014.

Signed by:

The Honorable Danny Valdez
Webb County Judge

Judge Oscar J. Hale, Jr. Presiding Judge
406th District Court Drug Court Program

Graciela Martinez-Vela,
NCAC I, LCDC, CART
CEO/President

ATTESTED:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marc Montemayor
Webb County Attorney*

*By Law, the County Attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorneys.