

**STATE OF TEXAS }
COUNTY OF WEBB }**

**SUBSTANCE ABUSE TREATMENT SERVICES OPERATION AGREEMENT
BETWEEN WEBB COUNTY AND P.I.L.L.A.R. FOR THE 406TH JUDICIAL DISTRICT
COURT, ADULT DRUG COURT PROGRAM, SUBSTANCE ABUSE MENTAL
HEALTH SERVICES ADMINISTRATION (SAMHSA) GRANT FUND NUMBER
1H79TI026096-01**

Agreement made between and effective the 1st day of June 2016, the County of Webb, (hereinafter referred to as “Webb County) and the People with Ideas of Love, Liberty, Acceptance, and Respect, (hereinafter referred to as “P.I.L.L.A.R.”).

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, P.I.L.L.A.R. 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 Substance Abuse and Mental Health Administration (SAMHSA); and

NOW THEREFORE, Webb County hereby retains the services of P.I.L.L.A.R., hereby agrees to render its services as follows:

I. SERVICES

P.I.L.L.A.R. agrees to coordinated personnel staff, Drug Counselors with required skills, expertise, and qualifications to provide professional counseling services to eligible drug court participants referred to the Webb County 406th District Court Adult Drug Court Program, hereinafter referred to as the “DCP”. The 406th District Court Adult Drug Court Program shall utilize a percentage of the funds received by 1H79TI026096-01 from the Substance Abuse and Mental Health Administration (SAMHSA), specifically to allow P.I.L.L.A.R. to receive payment for personnel support services that will be provided in accordance with the terms of the grant application which is referred to and incorporated herein for all purposes as if set out in full.

II. CONFIDENTIALITY

Any reports, information, data or studies given to or assembled by P.I.L.L.A.R. 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 June 1, 2016 and be effective through September 29, 2016. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

IV. PROFESSIONAL SERVICE AND DUTIES

1. P.I.L.L.A.R. shall provide drug and alcohol abuse treatment services to Program participants through screening; assessment; community based counseling; group therapy; brief interventions; relapse prevention; outpatient treatment; community based individual and group therapy as more fully described in the 406th District Court Program’s Substance Abuse Mental Health Services Administration (SAMHSA) grant application which is referred to and incorporated herein for all purposes set out in full.

2. P.I.L.L.A.R. shall assign two full time AODA Certified Counselors or Licensed Chemical Dependency Counselors to provide will provide individual treatment to all DCP participants. Each Counselor shall devote no less than 15 hours weekly to substance abuse counseling and/or treatment services and no less than 6 weekly hours devoted to documentation and participation in weekly staffing’s and court hearings. Each assigned counselor shall maintain a caseload of no more than 40 clients.

3. P.I.L.L.A.R. assigned counselors or Licensed Chemical Dependency Counselors shall develop individualized treatment plans for program participants.
4. P.I.L.L.A.R. Counselors or Licensed Chemical Dependency Counselors shall provide Motivational Enhancement Therapy (MET) to motivate program participants to comply with the program.
5. P.I.L.L.A.R. shall provide out-patient treatment services by utilizing evidence based models as indicated by the SAMHSA grant application in an outpatient group and individual treatment setting for all eligible program participants.
6. P.I.L.L.A.R. shall utilize Drug Court Case Management Computer Service and Accucare service document treatment attendance, assessments, goals and objectives.
7. P.I.L.L.A.R. shall refer program participants to appropriate healthcare providers as needed and appropriate.
8. P.I.L.L.A.R. shall refer program participants for comprehensive HIV/AIDS/STD/Hepatitis C prevention, education, and CTR Services.
9. P.I.L.L.A.R. Counselors shall provide service coordination to residential services for DCP participants. Services include:
 - A. 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.
 - B. Consent/Referral to OSAR for residential approval and to be placed on waiting list.
 - C. Consent/Referral to any residential facility that would be utilized.
 - D. They will conduct follow-up with OSAR, at minimum once every other week, to follow-up on placement opportunities.
 - E. 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.

V. COMPENSATION

For services rendered hereunder, Webb County will compensate P.I.L.L.A.R., an amount not more than \$4,166.00 per month, for time in providing out-patient treatment services. P.I.L.L.A.R. shall submit written and itemized in reasonable detail the dates on which services were performed and a brief description of the services rendered. Webb County shall pay P.I.L.A.R. the amounts due pursuant to submitted invoices within 30 days after such reports are received by Webb County. The payment of fees shall not

exceed \$20,830.00 and may be adjusted in years subsequent to the 2015-2016 award year based on funds awarded by grantor (SAMHSA).

VI. INSURANCE AND INDEMINIFICATION

In order to protect Webb County and 406th District Court Drug Court Program, P.I.L.L.A.R. 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 P.I.L.L.A.R. 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. INDEPENDENT CONTRACTOR

It is the intention of the parties that under this agreement P.I.L.L.A.R. 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 P.I.L.L.A.R., profession.

X. NOTICES

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

TO: P.I.L.L.A.R.

Manuel Sanchez
PILLAR Co-Founder
1403 N. Seymour Ave
Laredo, TX 78044

TO: WEBB COUNTY

Honorable Tano Tijerina
Webb County Judge
1110 Victoria St. Suite 104
Laredo, TX 78040

And

Honorable Oscar J. Hale Jr.
406th District Court Judge
1110 Victoria St. Suite 402
Laredo, TX 78040

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 _____, 2016.

Signed by:

Tano Tijerina
Webb County Judge

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

Manuel Sanchez
P.I.L.L.A.R.

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.