

STATE OF TEXAS    }}  
COUNTY OF WEBB   }}

**SUBSTANCE ABUSE TREATMENT SERVICES OPERATION AGREEMENT  
BETWEEN WEBB COUNTY AND P.I.L.L.A.R. FOR THE 406<sup>TH</sup> JUDICIAL DISTRICT  
COURT, ADULT DRUG COURT PROGRAM, SUBSTANCE ABUSE MENTAL  
HEALTH SERVICES ADMINISTRATION (SAMHSA) GRANT FUND NUMBER  
1H79TI081059-1**

Agreement made by and between 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.”), effective the 30<sup>th</sup> day of September, 2019.

**RECITALS**

**WHEREAS**, Webb County by and through the 406<sup>th</sup> District Court Drug Court Program (hereinafter DCP) is authorized by Chapter 123 of the Texas Government Code to provide an alternative to traditional criminal sanctions for eligible participants of the DCP; and

**WHEREAS**, one of the goals of Webb County and the 406<sup>th</sup> 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 funding 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., who hereby agrees to render its services as follows:

**I. SERVICES**

P.I.L.L.A.R. agrees to coordinate with the DCP Program Administrator and P.I.L.L.A.R. personnel staff, and provide the services of, Licensed Professional Counselors (LPC), and/or Licensed Chemical Dependency Counselors (LCDC) and/or LPC Interns and LCDC Interns with the required skills, expertise, and qualifications to adequately provide professional counseling services to eligible DCP participants. The 406<sup>th</sup> District Court Adult Drug Court Program shall

utilize a percentage of the funds received by **1H79TI081059-1** 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 for a period of up to one year beginning on September 30, 2019 through September 29, 2020, provided DCP and P.I.L.L.A.R. are satisfied with the working arrangements governed by this Agreement.

## **IV. PROFESSIONAL SERVICE AND DUTIES**

1. P.I.L.L.A.R. shall provide drug and alcohol abuse treatment services to all 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 406<sup>th</sup> 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 a full time Licensed Professional Counselor and/or Licensed Professional Counselor Intern and a Licensed Chemical Dependency Counselor to provide individual treatment to all DCP participants. Each Counselor shall devote no less than 40 hours a week to include substance abuse counseling and/or treatment services including documentation and participation in weekly staffing and scheduled DCP court hearings. Each assigned counselor shall maintain a caseload of no more than 40 active clients. "Active client" meaning when a participant is 'actively' reporting to the DCP program and assigned counselors and not including participants who may be attending an inpatient treatment facility or participants who may be designated as absconders on the DCP participant roster.
3. P.I.L.L.A.R. shall assign an additional part-time Licensed Professional Counselor, Licensed Professional Counselor Intern and/or Licensed Chemical Dependency Counselor to provide individual treatment to all DCP participants. Each Counselor shall devote no less than 20 hours a week to include substance abuse counseling and/or treatment services including documentation and participation in weekly staffings and court hearings. Each assigned counselor shall maintain a caseload of no more than 40 active clients. Active being when a participant is currently reporting to the program.

4. Each Licensed Professional Counselor, Licensed Professional Counselor Intern or Licensed Chemical Dependency Counselor assigned by P.I.L.L.A.R. shall develop individualized treatment plans for all program participants.
5. Each Licensed Professional Counselor, Licensed Professional Counselor Intern or Licensed Chemical Dependency Counselor assigned by P.I.L.L.A.R. shall provide Motivational Enhancement Therapy (MET) to motivate program participants to comply with the program.
6. 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.
7. P.I.L.L.A.R. shall utilize Drug Court Case Management Computer Service and Accucare service document treatment attendance, assessments, goals and objectives.
8. P.I.L.L.A.R. shall refer program participants to appropriate healthcare providers as needed and appropriate.
9. P.I.L.L.A.R. shall refer all program participants for comprehensive HIV/AIDS/STD/Hepatitis C prevention, education, and CTR Services.
10. 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.
11. P.I.L.L.A.R. Counselors shall provide clinical screenings, assessments and referral to out-patient treatment services to defendants referred to the program and gather all relevant treatment/substance abuse and demographic information during intake;
12. P.I.L.L.A.R. shall ensure the smooth flow of all client treatment activity in the program;
  - A. Monitor treatment plans as they are modified for each client;
  - B. Locate and eliminate case processing bottlenecks;
  - C. Utilize DSM-V as a source of diagnosis when assessing the defendant and inputting all information relevant including but not limited to the DCCM and AccuCare;

- D. Enter GPRA intakes, 6 month follow-ups, and discharges on the CAST SAIS website as required by grantor;
- E. Keep track and follow-up on all pending GPRA intakes, follow-ups and discharges to meet grant requirements;
- F. Collaborate with all treatment counselors providing OPT services to active participants of the program;
- G. Coordinate and follow-up treatment services for clients attending different agencies within the community;
- H. Monitor their weekly attendance and progress by keeping contact with the different agencies;
- I. Provide Crisis Intervention for clients who need it;
- J. Participate in all mandated DCP trainings, continuing education courses, presentations and/or conferences as required by the grantor.;
- K. Contribute to a non-adversarial manner at status hearings, thus promoting a unified Drug Court team presence;
- L. Be present at all weekly staffings and drug court sessions as scheduled.

#### **V. COMPENSATION**

For services rendered as stated above, Webb County agrees to compensate P.I.L.L.A.R. a total amount of not more than \$109,200.00 for the award year 2019-2020, including an amount of not more than \$9,100.00 for time in providing out-patient treatment services. P.I.L.L.A.R. shall submit written invoices, itemized in reasonable detail, including the dates on which services were performed, and a brief description of the services rendered. Webb County shall pay P.I.L.L.A.R. the amounts due within 30 days upon receiving the required invoices and reports from P.I.L.L.A.R. The payment of fees shall not exceed \$109,200.00 and may be adjusted in years subsequent to the 2019-2020 award year based on funds awarded by grantor (SAMHSA).

#### **VI. INSURANCE AND INDEMINIFICATION**

In order to protect Webb County and 406<sup>th</sup> 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.'s 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 78040

TO: WEBB COUNTY

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

And

Honorable Oscar J. Hale, Jr.  
406<sup>th</sup> 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 \_\_\_\_\_, 2019.

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. Co-Founder

**ATTESTED:**

\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ramon A. Villafranca, Jr.  
Assistant General Counsel  
Webb County Civil Legal Division\*

\*The General counsel, Civil Legal Division'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 attorney(s).