

STATE OF TEXAS    }}  
COUNTY OF WEBB   }}

**SUBSTANCE ABUSE TREATMENT SERVICES OPERATION AGREEMENT**  
**BETWEEN WEBB COUNTY AND CHRISTINA LEE GARZA FOR THE**  
**406<sup>TH</sup> JUDICIAL DISTRICT COURT, ADULT VETERANS TREATMENT PROGRAM,**  
**SUBSTANCE ABUSE MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA)**  
**GRANT FUND NUMBER 5H79TI081929-02**

Agreement made by and between the County of Webb (hereinafter referred to as “Webb County”) and Christina Lee Garza (hereinafter referred to as “Ms. Garza”), effective the 28<sup>th</sup> day of August, 2020.

**RECITALS**

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

**WHEREAS**, one of the goals of Webb County and the 406<sup>th</sup> District Court Veterans Treatment Program is to assist participants of the VTP 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 VTP desire to engage the services of professional licensed counselors to perform the services in this regard; and

**WHEREAS**, Christina Garza is capable of providing professional counseling services and desires to render services for participants of the VTP 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 Christina Garza, who hereby agrees to render her services as follows:

**I. SERVICES**

Christina Garza agrees to coordinate with the VTP Program Administrator and VTP personnel staff, and provide the services of, Licensed Professional Counselors (LPC), and/or Licensed Chemical Dependency Counselors (LCDC) to adequately provide professional counseling services to eligible VTP participants. The 406<sup>th</sup> District Court Adult Veterans Treatment Program shall utilize a percentage of the funds received by **5H79TI081929-02** from the Substance Abuse and Mental Health Administration (SAMHSA), specifically to allow Christina

Garza 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 Christina Garza 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, except to the presiding judge and/or VTP Program Administrator upon request.

## **III. TERM**

This agreement shall be in effect for a period beginning on August 28, 2020 through May 31, 2021, provided VTP and Christina Garza are satisfied with the working arrangements governed by this Agreement.

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

1. Christina Garza shall provide mental health and drug and alcohol abuse treatment services to all VTP 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. Christina Garza shall devote no less than 40 hours a week to include comprehensive mental health treatment services and/or substance abuse counseling including but not limited to conducting a comprehensive assessment, treatment planning documentation and participation in weekly staffing and scheduled VTP court hearings. Christina Garza shall maintain a caseload of no more than 40 active clients. "Active client" meaning when a participant is 'actively' reporting to the VTP 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 VTP participant roster.
3. Christina Garza shall conduct all intakes, follow-up, and discharge reports through the GPRA toll as per SAMSHA requirements and will enter them in SPARS within 72 hours, as well as completing a comprehensive screening and assessment of each individual based not only on SAMSHA and Grant Protocols, but also the protocols of the Diagnostic and Statistical Manual Fifth Edition (DSM-5) and will develop an individualized treatment plans for all program participants based on the assessment within a week of admission.
4. Christina Garza shall provide Motivational Enhancement Therapy (MET), Dialectical Behavioral Therapy, Relapse Prevention Therapy, Cognitive Processing Therapy and EMDR for PTSD, and Moral Reconciliation Therapy (MRT) to motivate, empower, build self efficacy,

improve mental health, as well as to reduce the incidence of relapse and recidivism for all program participants and to comply with the grant program protocols.

5. Christina Garza 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. Christina Garza shall utilize Veterans Treatment Case Management Computer Service and Accucare service document treatment attendance, assessments, goals and objectives.
7. Christina Garza shall refer program participants to appropriate healthcare providers as needed and appropriate.
8. Christina Garza shall refer all program participants for comprehensive HIV/AIDS/STD/Hepatitis C prevention, education, and CTR Services.
9. Christina Garza shall provide service coordination to residential services for VTP 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 Veterans Affairs for residential approval.
  - C. Consent/Referral to any residential facility that would be utilized.
  - D. If any task listed from A-D needs to be recaptured due to placement taking longer than 30 days, Christina Garza will update information as needed until placement is available.
10. Christina Garza 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;
11. Christina Garza shall ensure the smooth flow of all client treatment activity in the program and shall:
  - 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 SPARS-CSAT 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 VTP 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 Veterans Treatment team presence;
  - L. Be present at all bi-weekly staffings and Veterans Treatment sessions as scheduled.
12. Christina Garza shall provide follow-up counseling to alumni in need that reach out.

#### V. COMPENSATION

For services rendered as stated above, Webb County agrees to utilize available grant funds to compensate Christina Garza a total amount of not more than \$ 69,274.91 from the effective date of this agreement through May 31, 2021, paid bi-weekly in the amount of \$45.46 an hour for services not to exceed 40 hours a week; said biweekly fees shall not exceed more than \$3,636.48 for time in providing out-patient treatment services. Christina Garza shall submit written invoices, itemized in reasonable detail, including the dates on which services were performed, and a brief description of the services rendered and a print out from any computer program she is currently utilizing to verify her log-in time during any specified virtual meeting with clients. Webb County shall pay Christina Garza the amounts due within 15 days upon receiving the required invoices, reports and virtual log-ins and time sheets from Christina Garza. All invoices and supporting documentation shall be submitted timely and not later than 30 days from the date of rendering services. The payment of fees to Ms. Garza shall not exceed \$69,274.91.

## **VI. INSURANCE AND INDEMNIFICATION**

In order to protect Webb County and 406<sup>th</sup> District Court Veterans Treatment Program, Christina Garza shall maintain a policy of professional liability insurance and shall further indemnify and hold Webb County, its Departments, Elected Officials, Employees, and the 406<sup>th</sup> District Court and its employees, harmless from any and all claims arising out of the performance of Ms. Garza's duties pursuant to this agreement.

## **VII. ASSIGNMENT**

Neither this agreement nor any duties or obligations hereunder shall be assignable by Christina Garza without prior written consent of Webb County.

## **VIII. 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.

## **IX. 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.

## **X. INDEPENDENT CONTRACTOR**

It is the intention of the parties that under this agreement Christina Garza is an independent contractor and not an employee of Webb County or of 406<sup>th</sup> District Court Adult Veterans Treatment 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 Christina Garza's profession.

## **XI. NOTICES**

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

TO: CHRISTINA GARZA  
14158 Coquina Bay Ave  
Corpus Christi, Texas 78418  
Cgarza@webbcountytx.gov  
(702)-203-7248

TO: WEBB COUNTY  
Honorable Tano Tijerina  
Webb County Judge  
1000 Houston St. Suite 104  
Laredo, TX 78040

**And**

TO: Honorable Oscar J. Hale, Jr.  
406<sup>th</sup> Judicial District Court Judge

1110 Victoria St., Suite 402  
Laredo, TX 78040

**XII. TERMINATION**

This agreement may be terminated by either party without cause at any time by sending written notice via certified mail return receipt requested to the other party to the contact information located in Paragraph XI to this agreement. Any outstanding invoices shall be submitted for final payment. Payment for any final invoice will be subject to submitting any documentation required to support invoicing and the return of any documentation that is required to be preserved by the 406th District Court Adult Veterans Treatment Program by the grant. Termination of the agreement is effective when submitted via certified mail, return receipt requested United States mail to the other party.

**XIII. NON-APPROPRIATIONS**

Webb County cannot warrant that grant funds will be available to pay all payments through the end of the current grant fiscal period, and shall use its best efforts to obtain funds to pay all payments in and through the end of the grants term. If our appropriations request to our legislative body, or funding authority (“Governing Body”) for funds to pay for professional services is denied then this agreement may terminate on the earlier of the last day of the fiscal period or for which funds are available and have already been appropriated. Final payments will be made subject to the (i) submission of documentation reasonably satisfactory to 406<sup>th</sup> District Court Adult Veterans Treatment Program evidencing the services you have invoiced and performed in conformance with this Agreement, and (ii) in satisfaction of all obligations under this Agreement that are required to be provided to the 406<sup>th</sup> District Court Adult Veterans Treatment Program including the return of any documentation that must be preserved by the 406th District Court Adult Veterans Treatment Program pursuant to the grant at your expense.

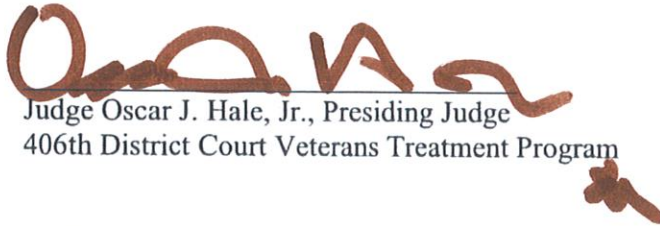
**XIV. ENTIRE AGREEMENT**

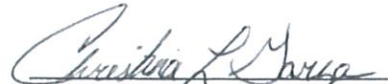
This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein shall be valid or binding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

IN WITNESS HEREOF we have affixed our signatures on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Signed by:

\_\_\_\_\_  
Tano Tijerina  
Webb County Judge

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

  
Christina Garza, LPC, LCDC

**ATTESTED:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jorge L. Trevino, Jr.  
Webb County Civil Legal Division\*

\*By Law, this 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).



HEALTHCARE PROVIDERS SERVICE  
ORGANIZATION PURCHASING GROUP



Certificate of Insurance  
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 05/13/20

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

<b>PRODUCER</b> 018098	<b>BRANCH</b> 970	<b>PREFIX</b> HPG	<b>POLICY NUMBER</b> 0665550451-8	<b>POLICY PERIOD</b> From: 05/08/20 to 05/08/21 at 12:01 AM Standard Time
<b>Name Insured and Address:</b> Christina L Garza 9013 Cornell Dr Laredo, TX 78045-8329			<b>Program Administered by:</b> Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-982-9491 www.hpso.com/renew	
<b>Medical Specialty</b> Licensed Professional Counselor		<b>Code</b> 80723		<b>Insurance Provided by:</b> American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606

**Professional Liability** **\$1,000,000 each claim** **\$3,000,000 aggregate**

Your professional liability limits shown above include the following:

- Good Samaritan Liability
- Malplacement Liability
- Personal Injury Liability
- Sexual Misconduct included in the PL Limit shown above subject to \$25,000 aggregate sublimit

**Coverage Extensions**

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines & Penalties	\$ 25,000	per incident	\$ 25,000	aggregate
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

**Workplace Liability**

Workplace Liability	Included in Professional Liability Limit shown above
Fire and Water Legal Liability	Included in the PL limit above subject to \$150,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

**Total \$132.00**

Premium reflects employed, full-time rate.

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

**Coverage Change Date:**  
CNA93692 (11-2018)

**Endorsement Date:**

**Master Policy: 188711433**

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## POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

FORM #	FORM NAME
G-121500-D	Common Policy Conditions
G-121501-C	Occurrence Policy Form
G-121503-C	Workplace Liability Form
CNA82011	Healthcare Providers Related Claims Endorsement
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica Mold & Asbestos Disclosure
CNA81753	Cap on Losses from Certified Acts of Terrorism
CNA81758	Offer of Terrorism Coverage - Disclosure of Premium
GSL13424	Services to Animals
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
CNA80051	Amended Definition of Personal Injury Endorsement
CNA80079TX	Texas Policyholder Notice
G-123846-C42	Texas Cancellation and Non-Renewal
G-53752-E42	Texas Policyholder Notice
CNA94164	Amended Definition of Claim
CNA89026	Media Expense Coverage
CNA89027	Exclusion of Entity, Employees or Independent Contractors Endorsement

Self-employed individuals may be eligible for General Liability coverage subject to underwriting approval. Should an individual practitioner's status change from self-employed to employed, general liability coverage will be deleted and replaced with workplace liability. Please contact Healthcare Providers Service Organization for details.

Form #: CNA93692 (11-2018)

Master Policy #: 188711433

Named Insured: Christina L Garza

Policy #: 0665550451-8