

STATE OF TEXAS }}
COUNTY OF WEBB }}

**SUBSTANCE ABUSE TREATMENT SERVICES OPERATION AGREEMENT
BETWEEN WEBB COUNTY AND P.I.L.L.A.R. FOR THE WEBB COUNTY ADULT
DRUG COURT, SUBSTANCE ABUSE MENTAL HEALTH SERVICES
ADMINISTRATION (SAMHSA) GRANT FUND NUMBER 1H79TI081059-02**

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 30th day of September, 2021.

RECITALS

WHEREAS, Webb County by and through the Webb County Adult 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 Webb County Adult 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 a minimum of, two (2) full time Licensed Professional Counselors and one (1) Licensed Chemical Dependency Counselor OR three (3) full time Licensed Professional Counselors with the required skills, expertise, and qualifications to adequately provide professional counseling services to eligible DCP participants. The Webb County Adult Drug Court shall utilize a percentage of the funds received by **1H79TI081059-02** 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 except to the presiding judge and/or DCP Director upon request.

III. TERM

This agreement shall be in effect for a period of up to one year beginning on September 30, 2021 through September 29, 2022, 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 mental health and drug and alcohol abuse treatment services to all DCP 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 Webb County Adult Drug 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 minimum of two (2) full time Licensed Professional Counselors and one (1) Licensed Chemical Dependency Counselor OR three (3) full time Licensed Professional Counselors to provide individual treatment to all DCP participants. Counselors shall devote no more 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 DCP court hearings. Assigned counselors 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 conduct all intakes, follow-up, and discharge reports through the GPRA toll as per SAMHSA 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 SAMHSA 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. P.I.L.L.A.R. counselors shall provide Motivational Enhancement Therapy (MET), Dialectical Behavioral Therapy (DBT), Solution Focused Therapy, Seeking Safety, MATRIX Model, Relapse Prevention Therapy (RPT), Broad Spectrum Treatment used with Cognitive Behavioral Therapy (CBT) and Motivational Enhancement Therapy (MET), and Thinking for a Change (T4C) 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. 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 all 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.
11. 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 also known as SPARs 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 staffing 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 2021-2022, 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 2021-2022 award year based on funds awarded by grantor (SAMHSA).

VI. INSURANCE AND INDEMINIFICATION

In order to protect Webb County and The Webb County Adult 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 Webb County Adult 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

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 _____, 2021.

Signed by:

Tano Tijerina
Webb County Judge

Manuel Sanchez
P.I.L.L.A.R. Co-Founder

ATTESTED:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Ray Rodriguez, Esq.
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).