

STATE OF TEXAS } {
COUNTY OF WEBB } {

SUBSTANCE ABUSE TREATMENT SERVICES OPERATION AGREEMENT
BETWEEN WEBB COUNTY AND CHRISTINA LEE GARZA FOR THE
341st JUDICIAL DISTRICT COURT, ADULT VETERANS TREATMENT PROGRAM,
SUBSTANCE ABUSE MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA)
GRANT FUND NUMBER 5H79TI081929-04

The 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 31st day of May 2022.

RECITALS

WHEREAS, Webb County by and through the 341st 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 341st District Court Veterans Treatment Program is to assist participants of the VTP in modifying their behavior so that they may be reintegrated 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 341st District Court Adult Veterans Treatment Program shall utilize a percentage of the funds received by 5H79TI081929-04 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 the 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 May 31, 2022, through May 30, 2023, 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 Webb County 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 more than 80 hours bi-weekly 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" means to 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-ups, 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 plan 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, Cognitive Behavioral 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 drug 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 the 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 in contact with the different agencies;
 - I. Provide Crisis Intervention for clients who need it;
 - J. Participate in all mandated VTP training, continuing education courses, presentations, and/or conferences as required by the grantor. All trainings will be paid for by the SAMHSA Grant;
 - 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 staffing and Veterans Treatment Court 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 \$87,542.00 from the effective date of this agreement through May 30, 2023, paid bi-weekly in the amount of no more than \$3,367.00. 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. Webb County shall pay Christina Garza the amounts due within 15 days upon receiving the required invoices and reports 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 \$87,542.00

VI. INSURANCE AND INDEMNIFICATION

In order to protect Webb County and 341st 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 341st 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 the prior written consent of Webb County.

VIII. SUCCESSORS AND ASSIGNS

Subject to the provision regarding the 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 the 341st 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
garzacounseling@gmail.co
m
(702)-203-7248

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

And

TO: Honorable Rebecca Palomo
341st Judicial District Court Judge
1110 Victoria St., Suite 302
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 341st 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 grant 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 341st 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 341st District Court Adult Veterans Treatment Program including the return of any documentation that must be preserved by the 341st 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 _____, 2022.

Signed by:

Tano Tijerina
Webb County Judge

Judge Rebecca Palomo., Presiding Judge
341st District Court Veterans Treatment Program

Christina Garza, LPC, LCDC, NCC

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

~~Substance Abuse Treatment Services Operation Agreement between Webb County and Christina Garza, LPC, LCDC~~

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).