

COUNTY OF WEBB } {

**TREATMENT SERVICES AGREEMENT BETWEEN WEBB COUNTY AND P.I.L.L.A.R.
FOR THE WEBB COUNTY TEXAS (TRAFFICKING) NETWORK DIVERSION (TEND)
COURT, OFFICE OF THE GOVERNOR GRANT FUND NUMBER 4325001**

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 **1st day of May 2022.**

RECITALS

WHEREAS, Webb County by and through Texas (Trafficking) Emergency Network Diversion (TEND) Court Program is authorized to provide a diversion program of services for youth aged ten to seventeen who appear in the Child Protection Court of Judge Selina Mireles; and

WHEREAS, one of the goals of Webb County and the TEND Court Program is to assist youth who have risk factors identified using the CSE-IT tool which indicates they have a clear or potential concern for trafficking victimization; and

WHEREAS, Webb County and TEND Court desire to engage the services of professional licensed counselors to perform the services so that these identified youths may receive pro-social and mental health services; and

WHEREAS, P.I.L.L.A.R. is capable of providing professional counseling services and desires to render services for identified youth who voluntarily participate in TEND Court programs and services on the terms and conditions provided herein; and

WHEREAS, this agreement complies with the funding requirements of the Grant 4325001; 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 TEND Court and its Executive Director to provide P.I.L.L.A.R. personnel staff, and when appropriate its full-time Licensed Professional Counselors with the required skills, expertise, and qualifications to adequately provide professional counseling services to eligible TEND Court youth participants. The Webb County TEND Court shall utilize a percentage of the funds received by the Office of the Governors for Texas (Trafficking) Network Diversion (TEND) Court Program, Grant Number 4325001, 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 the prior written approval of Webb County unless otherwise provided by law except to the presiding judge, Judge Selina Mireles, and/or the TEND Court Executive Director upon request.

III. TERM

This agreement shall be in effect for a period until the end date of the grant **on September 30, 2022**, provided TEND Court 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 other relevant treatment services to TEND Court youth participants through screening; assessment; brief interventions; relapse prevention; community-based individual, group therapy, and stand-by License Professional Counselor during the TEND educational sessions provided by TEND at their site for the Texas (Trafficking) Network Diversion (TEND) Court Program, 4325001 grant.

2. P.I.L.L.A.R. shall assign full-time Licensed Professional Counselors to provide individual treatment to all TEND Court youth participants. Service Provider shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of its services to include comprehensive mental health treatment services and/or substance abuse counseling but not limited to conducting a comprehensive assessment, treatment planning documentation, and participation in TEND staffing and TEND court hearings. Assigned counselors shall maintain a caseload of no more than **25** TEND Court youth.

3. P.I.L.L.A.R. shall conduct all intake, follow-ups, and final reports on TEND Court youth within 72 hours of notice from the referring agency. All comprehensive screening and/or assessment(s) of TEND Court youth pursuant to this Agreement shall be based on Grant Protocols, and the protocols of the Diagnostic and Statistical Manual Fifth Edition (DSM-5-TR-5th Edition). Treatment plans for all program youth participants will be based on such assessments and in accordance with TEND Court's Judge and/or the Executive Director.

4. P.I.L.L.A.R. counselors shall provide Eye Movement Desensitization Reprocessing (EMDR), 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 refer program participants to appropriate healthcare providers as needed and appropriate in consultation with TEND Court's Judge and/or the Executive Director.

6. P.I.L.L.A.R. Counselors shall work with TEND Court's Judge and/or the Executive Director to provide service coordination for TEND Court youth. 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 any residential facility that would be utilized.
- C. They will conduct follow-up, at minimum once every other week, to follow up on placement opportunities.
- D. If any task listed from A-D needs to be recaptured due to placement taking longer than 30 days, counselors will update information as needed until placement is available.

7. P.I.L.L.A.R. shall ensure the smooth flow of all TEND Court youth treatment activity in the program;

- A. Monitor and provide treatment and service plans;
- B. Utilize DSM-V as a source of diagnosis when assessing the TEND Court youth and inputting all information relevant including but not limited to the DCCM and AccuCare;
- C. Collaborate with all treatment counselors providing TEND Court services to active youth participants of the program;
- D. Coordinate and follow-up treatment services for TEND Court youth;
- E. Provide Crisis Intervention for TEND Court youth who may require it;
- F. Contribute to a non-adversarial manner at status hearings as required by TEND Court Judge, thus promoting a unified TEND Court team presence.

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 \$24,250.00 (twenty-four thousand and two-hundred-fifty dollars) for the grant award year 2021-2022 for all services provided to TEND Court youth participants.

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 \$24,250.00.

VI. INSURANCE AND INDEMNIFICATION

In order to protect Webb County and The Webb County TEND 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 the prior written consent of Webb County.

VII. 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.

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 TEND 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, LPC
PILLAR Co-Founder
6406 McPherson, Suite 2
Laredo, TX 78045

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 _____, 2022.

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:

Jorge L. Trevino, Jr.
Assistant Civil Legal Division Attorney*
*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 the review and approval of their own respective attorney(s).