

**CONTRACT AGREEMENT FOR SERVICES**  
**CHESTNUT HEALTH SYSTEMS**  
**LIGHTHOUSE INSTITUTE**

MARGIE R. IBARRA  
COUNTY CLERK  
FILED

2015 DEC 14 PM 3:31

WEBB COUNTY, TEXAS  
CLERK OF COUNTY CLERK

AGREEMENT made effective as of **September 30, 2015** by and between CHESTNUT HEALTH SYSTEMS, a not-for-profit corporation duly organized and existing under the laws of the State of Illinois, with a place of business at 1003 Martin Luther King Drive, City of Bloomington, County of McLean, State of Illinois, hereinafter referred to as **CHS**, and Webb County Court at Law 2, 1110 Victoria Street, Suite 404, City of Laredo, State of Texas 78040, hereinafter referred to as **WCC**.

**CONSULTATIONS**

- A. **WCC** wishes to contract with **CHS** for services related to GAIN Licensure and GAIN ABS.
- B. **CHS** is willing and qualified to perform such services.

In consideration of the above presentations, the terms and covenants of this agreement, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

**SECTION ONE**

**SERVICES**

It is understood that services provided by **CHS** pursuant to this agreement shall be so provided in accordance with Attachment A: Scope of Work. **CHS** shall not perform services the cost of which would exceed the dollar authorization set forth in Attachment B: Contract Budget. **Organization** shall have sole discretion to establish the minimum professional qualifications necessary for the performance of any service to be rendered by **CHS** under and pursuant to this agreement.

**SECTION TWO**

**COMPENSATION**

- A. **Organization** shall compensate **CHS** in accordance with Attachment B: Contract Budget.
- B. All billings for services shall state services rendered, and itemized expenses incurred supported by receipts when such expenses have been authorized pursuant to this agreement.

## SECTION THREE

### BILLING/REIMBURSEMENT

- A. **BILLING:** CHS shall submit one invoice (in accordance with section two, above) to the Organization Contact for services performed during each such period.
- (1) Each invoice shall be itemized listing the services performed, and shall reference the appropriate work task in ATTACHMENT A: Scope of Work.
  - (2) The amount shown on each invoice for labor billings shall be in accordance with the rate established in ATTACHMENT B: Contract Budget.
  - (3) The amount shown on each invoice for telecommunications shall reference the appropriate work task in ATTACHMENT A: Scope of Work.
  - (4) The amount shown on each invoice for transportation shall reference the appropriate work task in ATTACHMENT A: Scope of Work, and shall specify the mileage (if appropriate) associated with each task.
  - (5) All such invoices delivered by CHS shall set out CHS' FEIN number.
- B. **PAYMENT:** Organization shall use its best efforts to secure payment for the services performed and expenses incurred under this AGREEMENT within fourteen (14) days after receipt of such complete and approved invoices from CHS.

## SECTION FOUR

### CONFIDENTIALITY

CHS acknowledges that all information that may be received as a result of this agreement shall be deemed confidential, and CHS shall not release or reveal such information without the express, prior, written permission of Organization. CHS further acknowledges that information disclosed to them is protected under state and federal laws and regulations governing the confidentiality of alcohol and drug abuse patient records and/or mental health records. CHS acknowledges that in receiving, storing or otherwise dealing with any client information that they are bound by the requirements of 42 C.F.R. part 2 and/or the Mental Health and Developmental Disabilities Confidentiality Act. CHS agrees to institute appropriate procedures for safeguarding information and to resist in judicial proceedings or other efforts to obtain access to any confidential client information.

## SECTION FIVE

### COPYRIGHTABLE WORKS

Copyrights will be retained by CHS. However, copyrights of any subsequent publications of a scholarly nature, which may result from future discussion/collaboration between or among the parties, will be separately discussed at that time.

## SECTION SIX

### CONSULTANT REPRESENTATIONS

**CHS** represents and warrants that **CHS** has the right to perform the services required under and pursuant to this agreement without violation of obligations to others, and that **CHS** has the right to disclose to **Organization** all information transmitted to **Organization** in the performance of services under and pursuant to this agreement.

## SECTION SEVEN

### DURATION AND TERMINATION

This agreement shall become effective on (September 30, 2015) and shall continue to (September 29, 2016). In addition to terminating at the end of such period, this agreement may be terminated pursuant to the following:

- A. Immediately by **Organization** in the event of a breach of any provision of this Agreement by **CHS**, which breach has not been cured within seven (7) days of notification by **Organization** to **CHS** of said breach.
- B. Immediately on the death or incapacitation of employees of **CHS** deemed by **Organization** to be vital to the completion of work contained within this contract;
- C. By either party, without cause at any time, on ninety (90) days written notice; or
- D. By **Organization**, at any time, if **CHS** assigns this agreement, or any right or obligation under this agreement, without the prior written consent of **Organization**; or if there is a change in the control or management of **CHS** that is unacceptable to **Organization**; or if **CHS** ceases to function as an on-going concern, or to conduct operations in the normal course of business.

The obligations of **CHS** under Sections Three, Four, and Five, above, shall survive any expiration or termination of this agreement. On termination of this agreement, **CHS** will return to **Organization** all written information, drawings, models, and other files supplied by **CHS** or created by **CHS** at the expense of **Organization**.

## SECTION EIGHT

### INDEPENDENT CONTRACTOR

**CHS** acknowledges and understands that it is an independent contractor, and shall not be considered to be an employee of **WCC** for any purpose.

**SECTION NINE**

**LOSS OR DAMAGE**

**CHS** shall be responsible for and shall reimburse **WCC** for all loss or damage to **WCC's** property, property of third parties, or personal injury caused by the acts or omissions of **CHS**, its employees or agents during the term of this agreement.

**SECTION TEN**

**ENTIRE AGREEMENT**

This agreement, including all attachments, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

**SECTION ELEVEN**

**MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative or each party.

**SECTION TWELVE**

**NOTICES**

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

**SECTION THIRTEEN**

**GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

**SECTION FOURTEEN**

**COMPLIANCE WITH LAWS**

CHS shall comply with any and all laws applicable to the Scope of Work and CHS' performance thereof.

**SECTION FIFTEEN**

**LICENSURE**

CHS warrants and represents that CHS is properly licensed and credentialed to undertake the Scope of Work.

**SECTION SIXTEEN**

**WAIVER**

The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

**SECTION SEVENTEEN**

**EFFECT OF PARTIAL INVALIDITY**

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining portion shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid portion.

In witness whereof, each party to this agreement has caused it to be executed at 1003 Martin Luther King Drive, Bloomington, Illinois 61701, on the date indicated below.

**CHESTNUT HEALTH SYSTEMS**


DATE: \_\_\_\_\_

\_\_\_\_\_  
ITS: CFO/COO

FEIN #: \_\_\_\_\_

**WEBB COUNTY**

DATE: November 9, 2015

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

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In witness whereof, each party to this agreement has caused it to be executed at 1003 Martin Luther King Drive, Bloomington, Illinois 61701, on the date indicated below.

**CHESTNUT HEALTH SYSTEMS**

DATE: 12/14/15

*Alan Smor*

ITS: ~~CEO~~/COO

FEIN #: 370964629

**WEBB COUNTY**

DATE: Nov 9, 2015

*Tano Tijerina*

Tano Tijerina  
Webb County Judge

Attachment A: Budget

**WCC Services**

- 1) \*\*GAIN ABS Accounts for 5 authorized individuals (\$201 per user, per year), one year of authorized access: \$1105.
- 2) \*\*GAIN Data Management Services for one year: \$4,850.

**Total Cost: \$5,955.00**

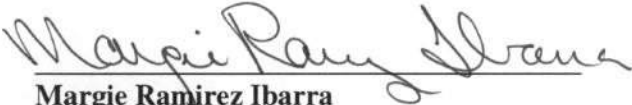
\*\*Annual reoccurring cost for service.

## Attachment B: Scope of Work

1. GAIN ABS web accounts for up to 5 active users) to support conducting GAIN assessments, generating and editing the biopsychosocial narrative report summarizing diagnosis, other interpretative reports, the required GPRA reports, and ability to export the data for analysis (or local IT system depending on what it is and/or someone doing the work to link them outside of this subcontract). GAIN ABS users can attend an overview webinar offered twice a month as part of the annual cost, participants must register with [abssupport@chestnut.org](mailto:abssupport@chestnut.org) in advance of webinar;
2. GAIN Data Management Services which includes data cleaning, analysis, and reporting, including providing WCC with monthly follow-up, quarterly site profile reports and clean analytic files to use for local evaluation.



**ATTESTED:**

  
**Margie Ramirez Ibarra**  
**Webb County Clerk**



**APPROVED AS TO FORM:**



**Marco A. Montemayor**  
**Webb County Attorney**

\*By law, the County Attorney'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).