

MARGIE R. IBARRA
COUNTY CLERK,
FILED

STATE OF TEXAS
COUNTY OF WEBB

2021 FEB 10 PM 3:08
WEBB COUNTY, TEXAS

PILLAR

PROFESSIONAL SERVICES AGREEMENT

BY REH DEPUTY

This Agreement is entered into by and between the **Webb County**, at the request of and on behalf of the **Webb County Head Start/Early Head Start Program** (hereinafter Head Start) and **PILLAR** (SERVICE PROVIDER).

PURPOSE

The purpose of this Professional Services Agreement is to provide Head Start with Professional health services and training to individuals by using the Seeking Safety – Trauma-Based Treatment model.

TERM

The term of this Agreement is from **February 1, 2021**, and ending **August 31, 2021**.

SERVICES

Seeking Safety - Trauma-Based Treatment (“Seeking Safety”): is an evidence-based, present-focused therapeutic model to help people attain safety from trauma and/or substance abuse. It can be conducted in a group of any size. It directly addresses both trauma and addiction, but without requiring clients to delve into the trauma narrative (the detailed account of disturbing trauma memories), thus making it relevant to a very broad range of clients and easy to implement. It has also been delivered successfully to professionals of all kinds and in all settings. It can be conducted over any number of sessions available although the more the better when possible. Seeking Safety addresses trauma, such as domestic or sexual violence, loss of relationships, and addiction without requiring clients to revisit trauma-inducing memories following five key principles:

- 1) Safety as the overarching goal;
- 2) Integrated therapeutic principles;
- 3) Focus on ideals to counteract the loss of ideals in both PTSD and substance abuse;
- 4) Cognitive, behavioral, interpersonal, and case management; and
- 5) Attention to clinician processes.

INCLUDED IN SERVICES

Seeking Safety addresses 25 different topics including: safety, PTSD, substance control, recovery, coping with triggers, life choices and termination. This model is very flexible, and can be

conducted in a group setting and adequate for all genders, ages, sexual orientation, races/ethnicity, type of trauma, and type of substance use behaviors.

Additionally, PILLAR may introduce other topics to cover in the same format such as effective parenting models, managing maladaptive behaviors, anger management, and social-emotional learning to name a few. Each topic to be covered is applicable under the fee schedule listed below.

The plan is to schedule, at least 2 workshops a week for two separate audiences (parents & staff) that will encompass issues related to trauma, substance use, youth related issues, emotional matters, and other skill enhancing and personal growth tactics.

COMPENSATION

For and in consideration of the above-mentioned services, Head Start agrees to pay:

Service Description	Regular Fee	Head Start Fee	In-Kind
General Workshop Instruction Including Session Materials (Parents & Staff)	\$500/Hr	\$400/Hr.	\$100/Hr

In order to avoid the duplicate payment for services, PILLAR shall provide to Head Start an invoice itemizing the time, date and person(s) who received services pursuant to this Agreement.

Services which are not directly addressed by this Agreement must be submitted for approval with associated billing for reimbursement from Webb County and Head Start.

Service Provider agrees to make claims for payment or direct any payment disputes to Head Start and the Webb County Civil Legal Division. Service Provider will not contact other department employees regarding any claims of payment.

Service Provider agrees and understands that all financial obligations of Webb County on behalf of Head Start provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

EXAMINATION OF PROGRAM AND RECORDS

Service Provider agrees that it will permit Head Start to examine and evaluate its program of services provided under the terms of this Agreement and/or review PILLARS records periodically; excluding personal health information or HIPAA protected information. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the participants when deemed necessary.

Service Provider shall provide to Head Start such descriptive information as necessary to perform audits.

For purposes of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make immediately available to an authorized representative of Webb County or Head Start any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.

Service Provider shall retain and make available to Head Start all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefore have been resolved, and shall make available for inspection, including all contractual agreements with Service Provider's subcontractors for services related to this Agreement.

Service Provider understands that acceptance of payment under this Agreement acts as acceptance of the authority of the Webb County or Webb County's Auditor's Office, to conduct an audit or investigation in connection with this Agreement.

CONFIDENTIALITY OF RECORDS

Service Provider shall maintain strict confidentiality of all information and records relating to protected health information and shall notify Head Start and the County of any breach in security that affects the confidentiality of records that are created as result of this Agreement. PILLAR shall not disclose information except as required to perform the services or bill for services rendered pursuant to this Agreement, or as may be required by law.

EQUAL OPPORTUNITY

Service Provider agrees to respect and protect the civil and legal rights of all individuals, including all staff, children and their parents. It will not unlawfully discriminate against any employees, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, sexual orientation, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ASSIGNMENT & SUBCONTRACT

Service Provider may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Agreement without the prior written consent of Webb County.

OFFICIALS NOT TO BENEFIT

No officer, employee or agent of Head Start and no member of its governing body and no other public officials of the governing body of the locality or localities in which this Agreement is situated or being carried who exercise any functions or responsibilities in the treatment and/or training of individuals, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, in this Agreement or the proceeds thereof.

DEFAULT

Head Start may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

- A. If Service Provider fails to perform the work called for by this Agreement within the time specified therein or any extension thereof; or
- B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and
- C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

TERMINATION

This Agreement may be terminated:

- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
- B. Upon expenditure of available funds.
- C. If at any time during the term of this Agreement, Head Start, in its sole discretion, determines that the safety of individuals being served under this Agreement may be in jeopardy, Head Start may immediately suspend this Agreement, including but not limited to the obligation to pay for unperformed services, upon giving written notice to the Service Provider.

WAIVER OF SUBROGATION

Service Provider expressly waives any and all rights it may have to subrogation to any claims or rights of its employees, agents' owners, officers, or subcontractors against Webb County and Head Start. Service Provider also waives any rights it may have to indemnification by Webb County and/or Head Start.

INDEMNIFICATION

It is further agreed that Service Provider will indemnify and hold harmless Webb County and Head Start against any and all negligence, liability, loss, costs, claims or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no

obligation to indemnify and hold harmless Webb County's and Head Start's agents, servants, or employees arising out of the wrongful or negligent act(s) of commission or omission by the Webb County or Head Start related to this Agreement for which a claim or other action is made.

SOVEREIGN/GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to the Webb County's and Head Start's Sovereign/Governmental Immunity. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the Webb County or Head Start has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

REPRESENTATIONS & WARRANTIES

Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement.
- B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Webb, or any political subdivision thereof;
- C. That it carries sufficient insurance to provide protection to under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement.

TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder that are performable in Webb County, Texas. In the event of a dispute between the parties to this Agreement then jurisdiction shall lie in Webb County, Texas.

VENUE

In the event of a dispute between the parties to this Agreement then venue shall be in **Webb County District Court**.

LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understanding or written or oral Agreement between the parties respecting the within subject matter.

AMENDMENTS

Head Start may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Head Start will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of service after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Head Start, Service Provider may terminate this Agreement subject to the conditions herein.

NOTICES:

All notices to the **WEBB COUNTY** shall be sent by certified or registered mail, addressed to:

Att: Webb County Civil Legal Division
Re: Pillar Agreement: Seeking Safety – Trauma-based treatment
1000 Houston St. 2nd FL
Laredo, Texas 78040

and

Att: Head Start
Re: Pillar Agreement: Seeking Safety – Trauma-based treatment
5904 West Drive Units 6 and 7
Laredo, Texas 78041

All notice to **PILLAR** shall be sent certified or registered mail addressed to:

Att: CEO of PILLAR,
P.O. Box 1702
403 N. Seymour St.
Laredo, Texas 78040
Tel (956) 723-7457 / 723-PILR
www.pillarstrong.org

or


At such other address as **PILLAR** may otherwise designate in writing to Webb County and Head Start.

IN WITNESS WHEREOF, the parties execute this Contract on the _____
day of February, 2021.


JTH

FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

PILLAR

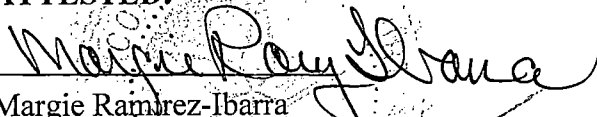
By: 
CEO Manuel G. Sanchez
(Signer must have legal authority to bind Corporation)

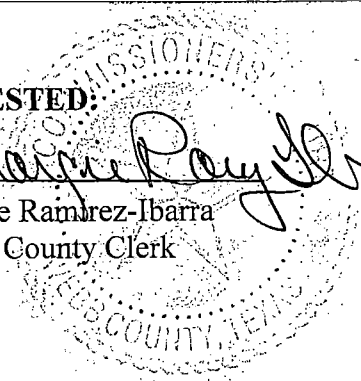
THE COUNTY OF WEBB

By: 
Honorable Judge, Tano Tijerina
Chairman of the Webb County

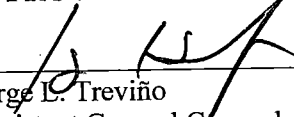
By: 
Head Start Director
Webb County Head Start

ATTESTED:


Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:


Jorge L. Treviño
Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division'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).