

## **SERVICES AGREEMENT**

This Service Agreement (“Agreement”) by and between Gateway Community Health Center, Inc. (“Gateway”), located at 1515 Pappas St., Laredo, TX 78041, and Webb County Child Protection Court-Texas Emergency Network Diversion (“Company”), 1110 Victoria, Suite 105, Laredo, Texas 78040.

### **BACKGROUND**

Texas Trafficking Emergency Network Diversion (TEND) for Webb County-innovative programs that address commercial sexual exploitation but do not fit neatly into the other eligible activities. This may include a combination of approaches such as addressing risk and protective factors for victimization or perpetration; prevention education; civil enforcement; outreach and service provision to high risk populations; and other efforts to disrupt the market for commercial sex.

The proposed grant is for a Texas Trafficking Emergency Network Diversion (TEND) Court program in Webb County to identify and provide services to youth aged 10 to 17 and, who are at risk of sexual exploitation.

In sum, this program creates a network of legal, social service, non-profit and academic support programs and services designed to identify minors who might be exploited and assist them with counseling and social services (e.g., trust-based counseling, animal therapy, mentoring, summer camps, foster care, etc.).

The TEND Executive Director will ensure that victims receive appropriate and tailored services to address their risk factors and trauma needs while satisfying the legal requirements of the cases filed in the courts. TEND Court programs will include emergency services available through the Child Protection Court (e.g., temporary or permanent managing conservatorship of a minor). Placement of a minor with a particular counseling agency or with a private counselor may also be done. In addition, Emergency Movement Desensitization and Reprocessing (EMDR) and RTI will be utilized, as appropriate, when minors are assigned programs. EMDR has been shown to be effective for treating persons who experience post-traumatic stress; for use with victims of human trafficking, EMDR is showing promise for addressing complex trauma.

Gateway is a nonprofit community health center with clinics in Laredo, Zapata and Hebbronville, Texas. Company desires to engage Gateway to provide the services described herein and Gateway desires to provide such services upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

1. Services. Gateway will provide Company with Primary Behavioral Health services to companys’ as described in Exhibit A attached hereto and incorporated herein by reference. Any services rendered to company’s clients beyond what is included in Exhibit A will be the sole economic responsibility of the client.

2. **Payment.** As consideration for the Services, Company shall pay to Gateway the fees set forth in and incorporated by reference as part of this Service Agreement as Exhibit A. Company will compensate Gateway for services rendered to be paid in monthly installments if client does not qualify for Medicaid Coverage. This agreement includes psychiatric and counseling services. Any additional services beyond listed in Exhibit A will be the responsibility of the client/company. Exhibit B includes the Registration and Financial Assistance Application Requirements for all clients requesting services at Gateway. Clients that are not Medicaid Recipients, may qualify under the Sliding Fee Discount Program.

2.1 **Term.** This Services Agreement shall commence on July 1, 2022 and continue for a term of one year, and automatically renew for additional one-year terms, unless earlier terminated under the terms of this Agreement. Gateway or Company may choose not to renew this Service Agreement or may choose to terminate without cause upon sixty (60) days written notice to the other party at any time.

3. **Relationship between Gateway and Company Participants.** Gateway's sole obligation to Company clients hereunder is the provision of services listed in Exhibit A. No other relationship exists between Gateway and any Company employee/participant by virtue of this agreement, and Gateway shall have no continuing obligation to any Company Employees/Participants.

4. **General.**

4.1 **Notices.** Any notice required or desired to be given in respect to this Agreement shall be delivered to the respective address set out below, or to such other address as a party shall specify in the manner required by this Section 4.1. The respective addresses are:

If to Gateway: Gateway Community Health Center, Inc.  
1515 Pappas Street  
Laredo, Texas 78041  
Attention: Elmo Lopez, Jr. MBA, Chief Executive Officer

If to Company: Texas Emergency Network Diversion (TEND) for Webb County  
Child Protection Court  
1110 Victoria, Suite 105  
Laredo, Texas 78040

4.2 **Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of Gateway and Company. Nothing contained herein or in the parties course of the dealings shall construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement.

4.3 **Confidential Information.** Each party shall hold proprietary information of the other party in confidence and agrees that it shall not, during the term or after the termination of this Services Agreement, disclose to any person or entity, nor use for its own business or benefit, any

information obtained by it in connection with this Services Agreement unless such use or re-disclosure is permitted by the terms of this Services Agreement or Applicable Law.

**4.4 Remedies.** Except as may be otherwise provided in this Agreement, the rights or remedies of the parties hereunder are not exclusive, and either party shall be entitled alternatively or cumulatively, subject to the other provisions of this Agreement, to damages for breach, to an order requiring specific performance, or to any other remedy available at law or in equity.

**4.5 Compliance with Laws.** Each of the parties expressly agree to abide by any and all applicable federal and/or state statues, rules and regulations applicable to the parties in connection with this Agreement.

**4.6 Assignment.** Neither party may assign this Services Agreement, to someone else, in any respect, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**4.7 Amendments.** This Services Agreement may be amended only upon mutual agreement in writing signed by each party. If, in the reasonable opinion of legal counsel of either party, compliance with this Services Agreement as contemplated by the parties is or could reasonably be found, deemed or construed to be illegal or to violate law, the parties agree to negotiate in good faith to modify this Services Agreement as necessary to comply with law, and if such modification is not possible, this Services Agreement shall terminate upon ten (10) days prior written notice.

**4.8 Governing Law.** The laws of the State of Texas shall govern this Services Agreement, without regard to its conflicts of law provisions. The venue of any action will be Webb County, Texas.

**4.9 Independent Contractors.** The parties are independent contracting entities. Nothing in this Services Agreement shall be construed to create a partnership, agency relationship, or joint venture among the parties. No party hereto shall have any authority to bind or make commitments on behalf of one another, nor shall any such party hold itself out as having such authority. All medical exams, tests and/or procedures conducted by Gateway and its employees are undertaken using its/there knowledge, skill and judgment without any involvement of Company.

**5.0 Authority to Sign.** Each party represents and warrants that the individual executing this Service Agreement has read and understood its terms and is duly authorized to execute and deliver this Services Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written herein.

**GATEWAY:**

**GATEWAY  
COMMUNITY HEALTH CENTER, INC.**

By:  \_\_\_\_\_

Name: Elmo Lopez, Jr., MBA, CHW

Title: Chief Executive Officer

Date: June 30, 2022

**COMPANY:**

**TEXAS EMERGENCY  
NETWORK DIVERSION (TEND)  
CHILD PROTECTION COURT**

By: \_\_\_\_\_

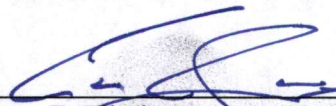
Name: R. Eliza Cavazos

Title: Executive Director

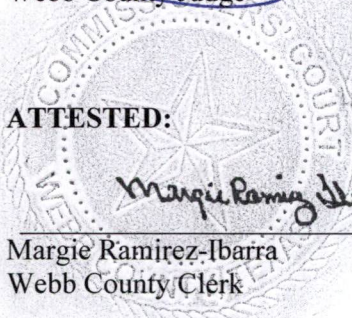
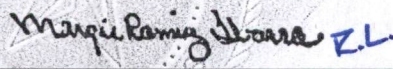
Date: \_\_\_\_\_

IN WITNESS WHEREOF, Webb County, Texas has caused this instrument to be executed in its behalf by Hon. Tano E. Tijerina, its Webb County Judge, duly authorized by the Commissioner's Court of Webb County, Texas, and Gateway Community Health Center Inc ("Gateway")., on this 11th day of July, 2022.

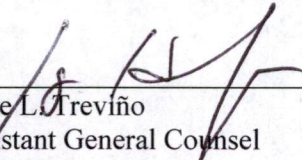
**WEBB COUNTY**

  
\_\_\_\_\_  
Tano E. Tijerina  
Webb County Judge

**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).

**Passed and approved by the Webb County Commissioners Court  
On July 11, 2022, item no. 7(g).**

## **Exhibit A**

### **Services:**

1. **Child and Adolescent Psychiatrist Services:** Diagnosis and the treatment of disorders of thinking, feeling and/or behavior affecting children, adolescents, and their families.
2. **Counseling Services for Adult, Child and Adolescents.** Services include: counseling to assist individuals, children, families, and couples in the treatment of mental health concerns like depression, anxiety, and bereavement. Other topics like relationship, wellness, and work/life balanced are also explored. Licensed Professional Counselors provide a safe, nurturing, yet challenging environment where positive change, improved quality of life, and ongoing healing can take place.
3. **CBT: Trauma Focused Cognitive Behavioral Therapy**
4. **EMDR (Eye Movement Desensitization and Reprocessing):** An interactive psychotherapy technique used to relive psychological stress.

## **Exhibit B**

### **Registration and Financial Assistance Application Requirements**

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#### **Registration requirements:**

Proof of Identification is required from adults (age 18 and over). Adult clients are required to provide current picture identification. Identification must include photo, full name and date of birth. Document must be current and not expired.

#### **The following documents may be accepted as Proof of Identification:**

- Driver's license
- State identification card
- US or Foreign Passport
- US Military Identification Card
- US Citizenship Certificate or Certificate of Naturalization
- Permanent Resident Card
- Temporary Immigrant Visa or Resident Identification Card
- Consular Registration Card
- School identification (must include date of birth)
- El Metro Identification Card
- Texas or Federal Inmate Identification Card.

#### **Financial Assistance (Sliding Fee Discount Program) Application requirements:**

If applying for the Sliding Fee Discount Program, proof of income and family size is required. The Sliding Fee Discount Program is designed to help individuals and families who are uninsured or underinsured to received services for a fee that is adjusted based on their income and family size and no other factor.

#### **The following documents may be accepted as Proof of Income:**

- Most current Income Tax Return
- Four most recent payroll check stubs (bank statements are not accepted)
- Social Security, Supplemental, Survivors or Disability Aware Letter or a copy of the two (2) most recent bank statements
- Public Assistance payments
- Pension, Retirement, Veterans' Payments
- Unemployment Compensation or Worker's Compensation
- Employers Verification of Cash Wages or Self-Employment Form, Letter from Employer may be accepted as proof of income if patient does not file income tax returns and does not get paid with a check.
- Child Support Payments
- Assistance from outside the household, and other miscellaneous sources
- Self-declaration

***Note: If client is not requesting a sliding Fee Discount, client will be placed on the 100% pay category. If client has medical or dental insurance coverage, copies of most recent card(s) should be provided.***

***Gateway Community Health Center, Inc. does not discriminate against any person regardless of race, color, marital status, religion, sex, national origin, ancestry, citizenship status, physical or mental handicap or disability, age, veteran status, or other grounds as applicable by federal, state and local laws or regulations.***

**For more information, please contact the Registration or Financial Counseling Departments at 956-523-3619.  
Office Hours are Monday – Friday, 8:00 a.m. to 5:00 p.m.**

MARGIE R. IBARRA  
COUNTY CLERK  
FILED

2022 JUL 12 PM 4:46

WEBB COUNTY, TEXAS

BY all DEPUTY