

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO   )

### **ALIVIANE SAMHSA SERVICES AGREEMENT**

This Agreement is entered into between the County of El Paso, Texas ("County"), acting on behalf of its County Criminal Court 2 DWI Drug Program ("DWI Program"), and Aliviane, Inc., a local non-profit organization ("Contractor").

WHEREAS, the DWI Program of El Paso County has received grant funds from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Administration (SAMHSA) to provide services to participants of the DWI Program. The SAMHSA grant funds will be awarded to the County DWI Program on an annual basis for up to five (5) years. As part of this grant, the DWI Program will partner with Contractor to provide substance abuse counseling services to DWI Program participants.; and

WHEREAS, Contractor is qualified to provide these services, the parties are willing to contract for counseling services to DWI Program participants with SAMHSA grant funds.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

#### **I. CONTRACTOR AND TERM**

1.1 **Contractor**. In consideration of the payments herein provided, Contractor agrees to provide services to DWI Program participants, all in compliance with applicable requirements of law and the SAMHSA grant.

1.2 **Term**. This Agreement is effective on September 30, 2018 for a one year term. The parties may renew the Agreement in writing for 4 additional one year terms, all contingent on continued compliance with and funding under the SAMHSA grant. The DWI Program shall give Contractor written notice of intention to renew no later than thirty (30) days prior to the expiration of each one year term. Renewal is not automatic.

## **II. Funding and Payment for Services**

The DWI Program agrees to pay Contractor for performance of satisfactory and properly documented services. Total paid by the DWI Program each year for these Contractor services shall not exceed \$254,210. By the fifth day of each month, Contractor will invoice the DWI Program Director, Leticia Medina, [LeticiaMedina@epcountys.com](mailto:LeticiaMedina@epcountys.com), for Contractor services performed in the previous month. Invoices must be timely and at a minimum, include participant name, services provided, dates of service, and cost for each type of service.

Contractor understands and agrees funds available to pay for services come entirely from the SAMHSA grant, which funding is not certain in any fiscal year and may be reduced, adjusted, or stopped by the granting agency. Contractor also agrees that services and funding may end or change based on the needs and circumstances of the DWI program and participants.

## **III. Services to be provided by Contractor**

Contractor shall provide each service outlined below to a minimum of 50 DWI Program participants per year. Contractor will create an individualized treatment plan for each participant. Contractor agrees and shall make it known that participation in a Twelve Step program is voluntary and must offer other options and materials to those who do not wish to participate in a Twelve Step program.

Contractor, its employees, and agents shall perform in a good and workmanlike manner and at a standard equal to or better than the standard for professionals in their area of service and expertise.

3.1 Individual Therapy Sessions: Contractor shall provide twenty-three (23) Individual Therapy Sessions by a Licensed Professional Counselor (LPC) to 50 participants of the DWI Program at a rate of \$75 per session, not to exceed an annual total of \$86,250. Contractor must assign an LPC to offer mental health services and to do assessments to all participants referred from the DWI Program.

3.2 Group Therapy Sessions: Contractor shall provide twenty (20) Group Therapy Sessions provided by an LPC to 50 participants of the DWI Program at a rate of \$25 per session, not to exceed an annual total of \$25,000.

3.3 Individual Counseling Sessions: Contractor shall provide twenty-three (23) Individual Counseling Sessions provided by a Licensed Chemical Dependency Counselor (LCDC) to 50 participants of the DWI Program at a rate of \$65 per session, not to exceed an annual total of \$74,750. Contractor must assign a full-time LCDC to work exclusively with participants of the DWI Program.

3.4 Group Counseling Sessions: Contractor shall provide twenty-four (24) Group Counseling Sessions provided by an LCDC to 50 participants of the DWI Program at a rate of \$23 per session, not to exceed an annual total of \$27,600.

3.5 Recovery Support Services: Contractor shall provide thirteen (13) Recovery Support sessions per year to 50 participants of the DWI Program at a rate of \$40 per session, not to exceed an annual total of \$26,000.

3.6 Group Booster Services: Contractor shall provide six (6) Booster sessions per year to 50 participants of the DWI Program at a rate of \$15 per session, not to exceed an annual total of \$4,500.

3.7 Medication Assistance Services (MAT): Contractor shall refer each participant who needs medication to a psychiatrist for evaluation and determination what, if any, medication should be prescribed. The psychiatrist will monitor the participant through their time on the medication. The psychiatrist will follow-up with each participant every ninety (90) days while the participant is on prescribed medication. The psychiatric evaluation should be billed at a rate of \$225 for initial session and \$25 for each 15 minute follow-up session. The cost per participant will vary depending on individual situation and need. The total cost for MAT (all participants combined) should not exceed \$10,110 per year.

#### **IV. Additional Duties of Contractor**

4.1 Contractor shall provide a Monthly Status report to Leticia Medina, the DWI Program Project Director.

4.2 Contractor shall collaborate and participate in DWI Program staffing/review hearings and training including as many of its personnel as possible; LCDC, LPC, and peer support coach.

4.3 Contractor shall maintain complete and accurate records of all services provided for the purposes of reimbursement, audit, and compliance.

**V. Records and Audit**

Contractor agrees to maintain the security and privacy of the County/participant DWI Program systems and data involved with these services and shall use appropriate safeguards and security measures to prevent compromise, breach, unauthorized access/release or misuse of these systems and/or data. Contractor shall maintain all records concerning these services for legally required time periods, making records available to the County or granting agency for audit or other legitimate purposes under this Agreement.

**VI. Compliance**

Contractor, their employees, or agents shall possess any and all current licensing, permits, and certifications required under rule or law applicable to their services under this Agreement. Contractor, their employees, and agents shall comply with applicable laws and grant requirements, and/or County procedures in the performance of their services for the County.

**VII. Termination**

This Agreement may be terminated by either party with 30 days advance written notice to the other party. In case of default, noncompliance with Agreement or grant requirements, or change in grant funding or DWI Program circumstance, the County may terminate with ten days advance notice to Contractor. Services performed and compensation for such services shall cease as of the termination date.

**VIII. INDEMNIFICATION.**

**CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL DEMANDS, LIABILITIES, LOSSES, SUITS, CLAIMS, ACTIONS, COSTS, FINES, OR PENALTIES, OF ANY NATURE WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM INJURY OR DEATH OF ANY PERSON, DAMAGE TO ANY PROPERTY, BREACH OF THIS AGREEMENT, TO THE EXTENT ATTRIBUTABLE TO THE NEGLIGENCE, ERROR OR OMISSION OF CONTRACTOR, ITS EMPLOYEES, OR AGENTS.**

Contractor shall give the County reasonable and prompt notice of any such demands, claims, fines, penalties, costs, or actions. The provisions of this section shall survive expiration or termination of this Agreement.

**VIX. Insurance**

Contractor shall maintain adequate general liability, errors and omissions/professional liability, workers' compensation or other insurance coverage as may be required by the County for the scope of services Contractor will perform under this Agreement. Contractor shall promptly show proof of such coverage to the County upon request.

**X. Governing Law**

This Agreement shall be governed by the laws of the State of Texas, its conflicts of law or choice of law principles notwithstanding. Venue shall be in El Paso County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their authorized representatives.

EL PASO COUNTY, TEXAS

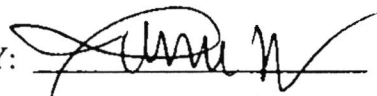
BY: \_\_\_\_\_ Date: \_\_\_\_\_

TITLE: RICARDO A. SAMANIEGO, County Judge

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Hon. Robert Anchondo, CCC2 DWI Drug Court

CONTRACTOR, ALIVIANE, INC.

BY:  Date: 12/14/18  
TITLE: CEO