

STATE OF TEXAS §
 §
COUNTY OF WEBB §

**Third Party Funding Agreement
By and Between
Webb County, Texas
and
People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR)**

This agreement is made and entered into by and between the County of Webb, a political subdivision of the State of Texas, acting herein by and through its County Judge, as authorized by its Commissioners Court, (hereinafter referred to as "County") and the **People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR)**, a 501(c)(3) non-profit corporation, acting by and through Mr. Manuel Sanchez its Executive Director.

The parties do agree and contract as follows:

**ARTICLE 1
SCOPE OF SERVICES**

People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR), covenants and agrees to provide the services set forth in the attached Exhibit "A" incorporated herein by reference as if set out in full during Webb County's fiscal year, being October 1, 2024 through September 30, 2025.

**ARTICLE 2
PERSONNEL AND EQUIPMENT**

People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR), agrees to furnish all personnel with the required skills and expertise needed to perform the above-mentioned services at no additional cost to the County other than as provided in Article 5. In addition, People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR), shall provide all necessary equipment, supplies, vehicles, utilities and miscellaneous expenses incurred in performing the scope of services at no additional cost to the County other than as provided in Article 5.

**ARTICLE 3
REPORT TO COUNTY**

People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR), shall submit a detailed annual report to the **Webb County Auditor** with copy of same to the **Webb County Treasurer**, which shall identify the services delivered and expenses incurred under this agreement. Said report shall be submitted to the County no later than September 30, 2025.

FILED Oct. 31st 2024 @ 11:00am
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY [Signature] DEPUTY

ARTICLE 4 DURATION OF CONTRACT

This agreement shall be in effect for 12 months beginning October 1, 2024 and ending September 30, 2025.

ARTICLE 5 COMPENSATION

County shall fund People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR), a total of Thirty Thousand Dollars (\$30,000.00) for its services under this agreement, payable within fifteen (15) days of the Commissioners Court approval of this contract.

It is expressly understood and agreed by the parties hereto that the Thirty Thousand Dollars (\$30,000.00) is subject to the availability of funds. This Thirty Thousand Dollars (\$30,000.00) is the total maximum sum specifically allocated to fully discharge any and all liabilities that may be incurred by County under the provisions of this Agreement, regardless of the nature and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Agreement, which might in any light by any person be interpreted to the contrary. It is expressly agreed that **absolutely none of the funds granted by this agreement shall be used for any payroll expenses, employee wages, benefits and or salaries** and failure to comply with this provision is a material breach of this contract and may obligate People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR) to repay funds and/or disqualify People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR) from applying for this grant in the future.

ARTICLE 6 NON-ASSIGNABILITY

People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR), shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of County.

ARTICLE 7 ACCESS BY COUNTY TO RECORDS

People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR) expressly agrees to maintain complete and accurate financial records of expenditures made by People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR) and as requested by the Commissioner's Court, the County Auditor, or their designee, shall make the records available to the Commissioners Court, County Auditor or their designees, for inspection and review. Additionally, People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR) shall permit representatives of the County, including but not limited to the County Auditor and independent auditor, access to the names, addresses, services rendered, and all other required documents related to the People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR) performance under this contract. All such required records shall be clearly identified and readily accessible to the County for three (3)

years after final payment under this contract, or after termination of this contract, whichever is later.

ARTICLE 8 COUNTY'S RIGHT TO TERMINATE

This contract may be terminated by County at any time on 30 days written notice to People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR) and any remaining funds shall be returned.

ARTICLE 9 ENTIRE AGREEMENT

This contract supersedes any and all prior agreements between the County and People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR) whether written or oral.

ARTICLE 10 NON-DISCRIMINATION

People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR) shall not discriminate against any employee or applicant because of race, religion, color, sex, handicap or national origin.

ARTICLE 11 INDEMNIFICATION

People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR) shall indemnify and hold County harmless from any and all claims arising out of the performance of its duties under this agreement.

ARTICLE 12 NOTICES

All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid as follows:

To County: County Judge/Chief Executive Administrator
1000 Houston St., 3rd Floor
Laredo, Texas 78040

To: People with Ideas of Love, Liberty, Acceptance and
Respect (PILLAR)
Mr. Manuel Sanchez
6406 Mcpherson
Laredo, Texas 78041

ARTICLE 13 INCONSISTENCIES

Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

ARTICLE 14 SEVERABILITY

If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

ARTICLE 15 LAW OF TEXAS

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the Webb County, Texas.

ARTICLE 16 AMENDMENT

No changes to this Agreement shall be made except upon written agreement of both parties.

ARTICLE 17 HEADINGS

The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

ARTICLE 18 WAIVER

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

ARTICLE 19 COUNTERPARTS

This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

ARTICLE 20 TERMINOLOGY AND DEFINITIONS

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

ARTICLE 21 IMMUNITY

County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

ARTICLE 22 NO RIGHTS CREATED

Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall not create any rights or benefits on behalf of any other person not a party to this Agreement, and this Agreement shall be effective only as between the parties hereto, their successors and permitted assigns.

ARTICLE 23 INCORPORATION OF RECITALS AND EXHIBITS

The Recitals and each exhibit attached hereto are hereby incorporated herein by reference for all intents and purposes, provided however that in the event of a conflict between this Agreement and its Exhibits, this Agreement shall control to the extent of such conflict.

ARTICLE 24 Form 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at

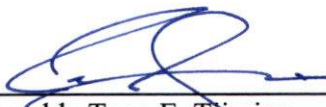
least \$1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. The County requires that business entities, as defined in Texas Government Code, Section 2252.908, who meet one or more of the three conditions listed above complete the on-line Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR) hereunder, People with Ideas of Love, Liberty, Acceptance and Respect (PILLAR) shall provide proof of submission to the County that the appropriate Form 1295 documentation has been submitted.

ARTICLE 25 EFFECTIVE DATE

This agreement is effective as of the October 1, 2024, even if any signatures are made after that date.

[Remainder of page intentionally left blank – Signature page follows]

COUNTY OF WEBB



Honorable Tano E. Tijerina
Webb County Judge

**People with Ideas of Love, Liberty,
Acceptance and Respect (PILLAR)**



Manuel Sanchez
Executive Director

Date: 10/31/2024

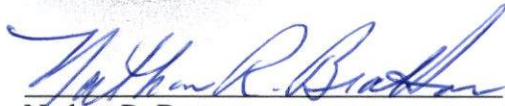
Date: 10/29/2024

ATTEST:



Honorable Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Nathan R. Bratton
Webb County Civil Legal Division *

*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 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).

Programs/Services Provided

THE TEXAS CONSTITUTION PROHIBITS A COUNTY FROM MAKING A GIFT OF MONEY OR PROPERTY TO ANY PERSON OR ORGANIZATION. A COUNTY MAY, HOWEVER, CONTRACT WITH A PERSON OR ORGANIZATION TO PROVIDE SERVICES THAT PROVIDE A PUBLIC PURPOSE TO THE COMMUNITY. THE DETERMINATION THAT A SERVICE IS A PUBLIC PURPOSE; AND THE DECISION TO PROVIDE FINANCIAL ASSISTANCE TO AN ORGANIZATION'S MISSION TO THE COMMUNITY, IS EXCLUSIVELY THE DECISION OF THE COMMISSIONERS COURT. THERE IS NO ENTITLEMENT TO COUNTY FUNDS BY ANY ORGANIZATION.

This section sets forth a detailed description of the program for which funding is being requested. In the first column write the name or title of the program. In the second column describe the services which the program is to provide. *Be as specific as possible (dates, no. of persons to be served, detailed description of activity etc.) in setting out the deliverable or scope of services to be provided by your organization as this "Description of Services to be provided" will, if grant funds are awarded, form the basis of the description of services to be delivered by the organization in the funding contract with the County. Handwritten applications will not be accepted.*

Program Name

Description of Services to be provided

Electronic Medical Record System

PILLAR is requesting funding for the use of an Electronic Medical Records (EMR) software that automates documentation, storage, and retrieval of patient records. PILLAR is currently using paper records. EMRs are more efficient than paper records by allowing centralized chart management, quicker access to patient information and, most of all, accuracy. EMRs improve access to information for doctors, nurses, counselors and patients in an efficient and secure manner. EMRs improve quality of care, patient outcomes, active follow-up, continuity of care and safety through improved management, reduction in medication errors, reduction in unnecessary investigations, and improved communication and interactions among primary care providers, counselors, patients, and other providers involved in care. The implementation of this necessary and critical system will be achieved within 30 days of the award and will serve a minimum of 14,000 unduplicated people a year.

(**Note – If additional space is required make copies of this page and attach them at the end of this Section 3.)

Section 4

Goals and Objectives

Program

Electronic Medical Records
System

Goal

To implement an EMR to serve as PILLAR's
secured medical record storage and
vehicle for communicating and
coordinating services with all of the
entities involved in a patient's care.

Objective

By the end of the FY, a total of 20
medical and behavioral health
providers that are part of the
patient's care team will be given
access to the EMR to ensure con-
tinuity of care within the first 30 days
of available funding.

Program

Electronic Medical Records
System

Goal

Objective

By the end of the FY, a total of 14,000
unduplicated patients will have their
medical and behavioral health data
entered into the EMR to facilitate
communication among providers
so as to ensure effective and
efficient continuity of care.

Program

Electronic Medical Records
System

Goal

Objective

By the end of the FY, PILLAR will
integrate new treatment strategies
into clinical practice.

Program

Electronic Medical Records
System

Goal

Objective

By the end of the FY, PILLAR will apply
new innovations into a variety of

treatments to improve patient care.

Section 4 cont'd Workload
Measures:

Description	Measure
Electronic Medical Records System	PILLAR will serve a total of 14,000 unduplicated clients a year as measured by the EMR Client Registration Activity Report.

Description	Measure

Description	Measure