

State of Texas
County of Johnson

Non-Residential Services Contract

This contract is by and between Johnson County, hereinafter referred to as County and Tess Fleming, LPC, hereinafter referred to as SERVICE PROVIDER. This contract in its content and purpose is to satisfy the Texas Juvenile Probation Commission (TJPC) requirement for service provider contracts under section 4.11 of the TJPC State Aid and Community Corrections funding contract. It is understood, by all parties that payment obligations created by this contract are conditioned upon the availability of State and Federal funds appropriated or allocated for the payment of such obligations.

The term of this contract shall commence on October 1, 2009 and shall end on September 30, 2010. This Contract shall automatically renew and extend for an additional one year period on the first day of October of each succeeding year unless County gives written notice to Service Provider not less than 30 days prior to the first day of October of such succeeding anniversary. This renewal and extension is subject to the availability of funds for the contract year and to the allocation of funds to meet the terms of this contract. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract.

The amount of payment may be modified by a written amendment agreed to by SERVICE PROVIDER and by the Director of Juvenile Services on an annual basis, subject to the approval of the Johnson County Juvenile Board. Such modification of the payments due for services to be performed pursuant to a contract renewal shall be in writing and shall coincide with the annual renewal and extension of the contract.

1. The County will monitor the SERVICE PROVIDER and exercise reasonable care to enforce all terms and conditions of this contract. SERVICE PROVIDER agrees to fully cooperate in the monitoring process.
2. The SERVICE PROVIDER shall establish a set of records that comply with the requirements of the TJPC contract and periodically inspect such records to ensure that they are properly kept. Records shall be retained for at least THREE (3) YEARS following the closure of the most recent audit report and until any outstanding litigation, audit, or claim has been resolved. Records are subject to inspection by the County, TJPC or any state or federal agency authorized to inspect the same.
3. SERVICE PROVIDER shall comply with all state and federal laws applicable to service provider and provision of services.
4. SERVICE PROVIDER shall disclose whether or not there are any pending or initiated criminal or governmental investigations related to service provider (e.g., FBI, DOJ, TJPC, etc. This disclosure shall be made in writing.
5. SERVICE PROVIDER shall be a vendor in good standing with the Texas Comptroller of Public Accounts, if applicable.
6. The SERVICE PROVIDER is authorized to provide the following:

Individual or family psychological counseling on average three hours per week @ \$60 per hour
Referrals may in some cases require one client to be seen twice a week

Service Provider is authorized to provide a maximum of 15 hours per month

Home visit consultation for one client one hour per quarter @ \$60 per hour during the month that the service is provided

As arranged:
Continuing Care Support Meeting one hour per month @ \$60 per hour

7. Billing for the above shall consist of a brief statement of the service, and attendance records for each session provided. Billing should be submitted by the 10th of the month following services rendered. All counseling notes, progress notes, written evaluations or interviews must be received prior to payment for services. Invoices for payment should be delivered to:

Johnson County Juvenile Services
1102 E. Kilpatrick, Suite C
Cleburne, TX 76031

Once billing is received and reviewed for accuracy, the billing is submitted to the County Auditor for payment.

8. In the event of default of the SERVICE PROVIDER, the County may cancel or suspend the contract and the SERVICE PROVIDER shall be entitled to recover for all services provided or materials delivered prior to the cancellation date (or unused materials may be returned) or shall repay any funds advanced for services not yet rendered. The County shall have the right to terminate the contract for any reason including but not limited to: failure to provide required records, failure to complete assigned tasks in a timely manner, insufficient data to process pay requests, not meeting performance standards, falsification of documents. Termination will be given by 15 days written notice to the SERVICE PROVIDER.
9. All licenses, legal certification, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances must be complied with by the SERVICE PROVIDER. Failure to comply with this requirement shall be treated as a default. The SERVICE PROVIDER shall keep all applicable certification and/or licenses current. A copy should be on file with the County on execution of this contract. This includes any subcontracted service provider/s/ under this contract.
10. **SERVICE PROVIDER is hereby notified that funds received in the provision of this contract may be in whole or in part funds issued by the State.** The SERVICE PROVIDER will account separately for any and all funds paid to the SERVICE PROVIDER by the County. The SERVICE PROVIDER will provide access to the County any records necessary to monitor performance under this contract. The SERVICE PROVIDER will retain all applicable records for a minimum of three (3) years or until any pending audits have been completed or questions answered regarding the financial records have been resolved. **SERVICE PROVIDER agrees to the use of Generally Accepted Accounting Principles (GAAP).**
11. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
12. No child support owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five (25%) or more of SERVICE PROVIDER is not more than thirty (30) days delinquent in paying court ordered child support.
13. Under Section 231.006, Family Code, SERVICE PROVIDER certifies that it is not ineligible to receive the payments and acknowledges that this agreement may be terminated and payments may be withheld if this certification is inaccurate.
14. The County establishes the following goals and outputs for the SERVICE PROVIDER:

- GOAL 1. The SERVICE PROVIDER will establish a treatment plan that articulates the problem areas that will be treated by the SERVICE PROVIDER.
- OUTPUT: 1. The SERVICE PROVIDER will develop a treatment plan and will forward it to the County not less than thirty (30) days after the initial meeting with the juvenile and/or family.
- GOAL 2. All juveniles receiving services will demonstrate progress toward treatment plan completion.
- OUTPUT: 2. The SERVICE PROVIDER will submit a progress report, at least quarterly, detailing progress each assigned juvenile has made toward treatment plan completion.
15. This contract will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of this agreement shall be Johnson County, Texas .
16. This contract shall follow the Texas Government Code Section 552.001 *et seq.*, (Open Records Act), as amended. If any provision in this agreement is in conflict with this Tex. Govt. Code, Section 552.001, the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers, and employees may request advice, decisions, and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act.
17. The laws of the State of Texas, Texas Civil Practice and Remedies Code, Section 16.070, as amended shall govern limitations for the right of Service Provider to bring an action, regardless of form.
18. Under Texas Law, a contract with a governmental entity that contains a claim against future revenues is void, thus any provision to the contrary is void.
19. It is understood and agreed that the County cannot enter into a contract whereby the County agrees to indemnify, or hold harmless any other party, thus any provision to the contrary is void.
20. Pursuant to Texas Government Code, a payment by a governmental entity is overdue on the 31st day after payment is due and pursuant to Texas Government Code, an overdue payment bears interest at the rate of 1% each month.
21. The SERVICE PROVIDER will take affirmative action to ensure any and all applicants are employed and treated during employment without regard to their race, religion, color, sex, national origin, age or handicap.
22. The SERVICE PROVIDER shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees, clients, staff, and juvenile referrals from the County.
23. No officer, member, or employee of the County or Johnson County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in the contract and the proceeds thereof.
24. The SERVICE PROVIDER certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal State, local or other anti-discriminatory act, law, statute, or regulation and in the performance of this contract, will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age sex, color, national or ethical origin, handicap, or any other illegal discriminatory basis or criteria.

25. The County agrees to provide space at the Juvenile Services facility for counseling activities as scheduled and to provide executed releases of information.

26. This contract shall automatically terminate on the contract expiration date or upon depletion of funding. All services billed hereunder must be rendered within the contract period.

[Signature] 9-09
Johnson County Judge Date
[Signature] 11/2/09
Chairman of the Juvenile Board Date

Jess Fleming
SERVICE PROVIDER
9-23-09
Date

MPC
Degree or Type of License

Tess Fleming
Printed name of SERVICE PROVIDER

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City, State, Zip

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