

Johnson County Juvenile Services
Juvenile Justice Alternative Education Program
Non-Residential Services Contract

This Contract is by and between Johnson County, hereinafter referred to as COUNTY, and Nathan Brown, hereinafter referred to as SERVICE PROVIDER. This Contract in its content and purpose is to satisfy the Texas Juvenile Probation Commission (TJPC) requirements for Service Provider Contracts under section 4.11 of the TJPC State Aid, Community Corrections and JJAEP funding contracts. 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, 2015, and shall end on September 30, 2016.

A. CONTRACT GOALS, OUTPUTS AND MEASURABLE OUTCOMES

- A1. The SERVICE PROVIDER shall provide educational tutoring services to individual students in attendance at the Juvenile Justice Alternative Education Program (JJAEP). Tutoring will be in the areas of Reading, Writing, English, Math, and TAKS preparation. The SERVICE PROVIDER may also assist in the classrooms as needed, substitute teach, and provide supervision of students during Lunch and P.E. activities.
- A2. The SERVICE PROVIDER shall provide the above services on a daily basis, during school hours, for the duration of the school year, on an as needed basis as determined by the student population.
- A3. The SERVICE PROVIDER shall submit student progress report grades, as applicable, to the teachers in accordance with the specified grading periods. The SERVICE PROVIDER shall maintain written documentation to include a detailed description of the service(s) provided for each individual student served. The SERVICE PROVIDER shall submit a report of services rendered, to the Deputy Director at the conclusion of each month.
- A4. This Contract shall automatically terminate on the Contract expiration date or upon depletion of funding. All services billed hereunder shall be rendered within the Contract period.

B. ACCOUNTING, REPORTING AND AUDITING REQUIREMENTS

- B1. The SERVICE PROVIDER shall provide certification of eligibility to receive state funds according to Texas Family Code, Section 231.006.
- B2. The SERVICE PROVIDER shall account separately for the receipt and expenditure of state funds received from the COUNTY.
- B3. The SERVICE PROVIDER shall submit a monthly invoice, detailing service(s) provided, on or before the 10th of each month. Invoices shall be submitted to Johnson County Juvenile Services, 1102 E. Kilpatrick, Suite C, Cleburne, Texas 76031.
- B4. The COUNTY shall make payment for services provided by the SERVICE PROVIDER at the following rates:
 - General Teaching \$ 20.00 per hour
 - Individual Tutoring Sessions \$ 30.00 per ½ hour session
 - Group Tutoring Sessions \$ 80.00 per ½ hour session with 3 or more participants
- B5. The SERVICE PROVIDER shall retain all records for a minimum of three (3) years following the closure of the most recent audit report or until any outstanding litigation, audit, or claim has been resolved. Records are subject to inspection by TJPC or any state or federal agency authorized to inspect the same.

- B6. The COUNTY shall inspect all records maintained by the SERVICE PROVIDER, at least twice during the fiscal year, for programmatic and financial compliance. The COUNTY shall maintain written documentation of all monitoring visits. The SERVICE PROVIDER shall provide access to all records necessary to monitor compliance under this Contract.

C. LEGAL AND REGULATORY COMPLIANCE

- C1. The SERVICE PROVIDER shall adhere to all state and federal laws applicable to the SERVICE PROVIDER and the provision of services.
- C2. The SERVICE PROVIDER shall provide proof of certification and/or license at the beginning of the Contract period.
- C3. The SERVICE PROVIDER shall verify and disclose any arrest, any criminal history and any current criminal indictment involving a felony offense or misdemeanor under the laws of this state, any other state or the federal laws of the United States and any offense that requires registration as a sex offender under the laws of this state or any other state. The SERVICE PROVIDER shall verify and disclose any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where the SERVICE PROVIDER was the alleged or designated perpetrator.

D. SANCTIONS OR PENALTIES

- D1. This Contract may be terminated: *for cause* by either party if the other party fails to perform or comply with any covenant, term or condition of this Contract; *without cause* by either party upon thirty (30) calendar days written notice to the other party of its intent to terminate this Contract; or *by mutual agreement* of both parties at any time.
- D2. In the event of non-compliance or non-performance of the SERVICE PROVIDER to the provisions of this Contract, the COUNTY may withhold or permanently suspend, in whole or in part, payment for services.
- D3. This Contract shall be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of this Contract shall be Johnson County, Texas.

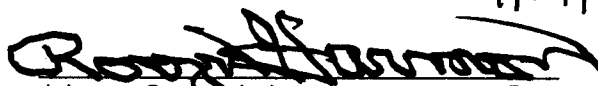
E. GENERAL PROVISIONS

- E1. The SERVICE PROVIDER shall comply 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, shall 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.
- E2. The SERVICE PROVIDER shall file a report with the Texas Juvenile Probation Commission and local law enforcement in the event he/she witnesses or receives an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence of an incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile under the jurisdiction of the juvenile court.
- E3. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Civil Practice and Remedies Code, Section 16.070, as amended.
- E4. To the extent, if any, that any provision in this Contract is in conflict with Texas Government Code Section 552.001 *et seq.*, (Open Records Act), as amended, the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that the 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.

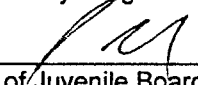
- E5. Pursuant to Texas Government Code, a payment by a governmental entity is overdue on the 31st day after payment is due, and pursuant to Texas Government Code, an overdue payment bears interest at the rate of 1% each month.
- E6. Under Texas law, the COUNTY cannot enter into a Contract whereby the COUNTY agrees to indemnify or hold harmless any other party, thus any provision to the contrary is void.
- E7. 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.
- E8. No officer, member, or employee of the 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.

For the faithful performance of the terms of this Contract, the parties hereto in their capacities as stated, execute this Contract, affix their signatures and bind themselves.

9/14/15



 Johnson County Judge Date



 Chairman of Juvenile Board Date

Nathan Brown

 Printed Name of SERVICE PROVIDER



 Signature of SERVICE PROVIDER

414 W. Wardville Street

 Address

Cleburne, TX 76033

 City, State, Zip

 Phone/Fax/E-mail

7-7-15

 Date