

State of Texas
County of Johnson

Non-Residential Services Contract

This contract is by and between Johnson County, hereinafter referred to as COUNTY, and **Gary Hively**, LCDC, CART, hereinafter referred to as SERVICE PROVIDER. This contract in its content and purpose is to satisfy the Texas Juvenile Justice Department (TJJJ) requirement set forth in the Private Service Provider Contract Requirement Summary [TJJJ-FIS-324]. It is understood, by all parties that payment obligations created by this contract are conditioned upon the availability of County, State and Federal funds appropriated or allocated for the payment of such obligations.

Contract Goals, Outputs and Measurable Outcomes

Description of Contracted Services

The SERVICE PROVIDER is authorized to provide the following:

Drug Education:

- Individual Sessions, Family Sessions, and Evaluations/Assessments
- Group Sessions not to exceed 12 participants

Contract Effective Dates

The term of this contract shall commence on **February 1, 2017** and shall automatically renew and extend for an additional one year period on the first day of February of each succeeding year unless COUNTY gives written notice to SERVICE PROVIDER not less than 30 days prior to the first day of February 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.

Goals and Outputs

The COUNTY establishes the following goals and outputs for the SERVICE PROVIDER:

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|--------|--|
| GOAL | 1. The SERVICE PROVIDER will conduct an evaluation/assessment to determine the extent of services needed for the referred juvenile. |
| OUTPUT | 1. The SERVICE PROVIDER will conduct the evaluation/assessment and will forward it to the COUNTY not less than thirty (30) days after the initial meeting with the juvenile. |
| 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 monthly, detailing progress each referred juvenile has made toward program completion. |

General Legal and Regulatory Compliance

SERVICE PROVIDER shall comply with all state and federal laws, regulations, standards, policies, and procedures applicable to SERVICE PROVIDER and provision of services.

SERVICE PROVIDER shall keep all applicable certifications and/or licenses current. SERVICE PROVIDER shall provide COUNTY with proof of current state license, certification, or other necessary regulatory permits and similar documents. A copy of such documents should be delivered to Johnson County Juvenile Services and made a part of the SERVICE PROVIDER'S file with the COUNTY upon execution of this contract. This requirement applies to any subcontractor who supplies or provides any subcontracted service under this contract. Additionally, proof of current licenses or certifications shall be provided on an annual basis, regardless of the dates of renewal or the dates of this contract.

SERVICE PROVIDER shall provide professional credentials and licensing of staff as applicable.

SERVICE PROVIDER shall notify COUNTY within 7 days should any license be suspended or revoked.

SERVICE PROVIDER shall disclose any pending or initiated criminal or governmental investigations related to SERVICE PROVIDER (e.g. FBI, DOJ, TJJD, etc.). This disclosure shall be made in writing and shall be made within 7 days of SERVICE PROVIDER becoming aware of such investigation.

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. Any action brought in Federal Court shall be brought in the Northern District of Texas, Dallas division.

Accounting, Reporting and Auditing Requirements

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.

SERVICE PROVIDER 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. SERVICE PROVIDER 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. SERVICE PROVIDER will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through SERVICE PROVIDER and the requirement to cooperate is included in any subcontract it awards.

SERVICE PROVIDER shall **certify eligibility to receive state funds** under Section 231.006 of the Texas Family Code regarding child support. Further, 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 more than thirty (30) days delinquent in paying court ordered child support. Completion of TJJD-FIS-180 will satisfy this requirement. SERVICE PROVIDER fully acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate.

SERVICE PROVIDER states and certifies under Section 231.006 of the Texas Family Code that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

SERVICE PROVIDER shall be a **vendor in good standing** [i.e. not on "vendor hold"] with the Texas Comptroller of Public Accounts, if applicable.

SERVICE PROVIDER agrees to the use of Generally Accepted Accounting Principles (GAAP).

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 agrees to account separately for the receipt and expenditure of any and all funds paid to the SERVICE PROVIDER by the COUNTY.

resolved and all questions arising therefrom have been resolved and shall make available for inspection and/or monitoring by the County, Texas Juvenile Justice Department, or any state or federal agency authorized to inspect the same.

Contract Non-Compliance and Termination Provisions

Termination: The COUNTY may terminate this Contract, or any portion thereof, as a result of the SERVICE PROVIDER's noncompliance or nonperformance with any covenant, assurance, term, or condition of this Contract, including documents incorporated herein by reference.

All licenses, legal certification, or inspections required for the services, facilities, equipment, or materials, must be complied with by the SERVICE PROVIDER. Failure to comply with this requirement shall be treated as a default.

Termination for Cause: 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, and falsification of documents. The Director of Johnson County Juvenile Services as well as the Johnson County Juvenile Board are authorized to determine that a contract should be terminated for cause and to send a notice of termination of contract. Notice of termination will be given by mailing or by personal delivery or by email of written notice to the SERVICE PROVIDER not less than 15 days prior to the date that may be designated as the date of termination for cause.

Termination without Cause: This Contract may be terminated by either party upon sixty (60) calendar days' notice to the other party of termination

Termination by Mutual Agreement: The COUNTY and the SERVICE PROVIDER may mutually agree in writing signed by both parties to terminate this Contract at any time.

Sanctions and Penalties: In the event of noncompliance or substandard compliance by the SERVICE PROVIDER, sanctions and penalties include but are not limited to withholding of payments either current or future, suspension of the contract, reduction of payment and termination. SERVICE PROVIDER may also be ineligible to receive future contracts.

Recovery of Costs of Services Rendered and Refund of Payments: 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.

Miscellaneous Provisions

Open Records: To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Open Records Act"), 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.

Limitation on the Right to Bring Action: 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, thus any provision to the contrary is void.

Claim for Future Revenue: 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.

Indemnification: The parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an Agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.

SERVICE PROVIDER shall adhere to the following detailed billing process:

Payment for services will be made at the following rates:

Individual/Family Session	\$55.00 per session
Evaluations/Assessment	\$82.50 each
Group Session not to exceed 12 participants	\$125 per session
No-show for Individual/Family Session	\$27.50 per session

Billing for the above shall consist of a statement of the service and attendance records for each session. 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
Attn: Jennifer Franklin
1102 E. Kilpatrick, Suite C
Cleburne, TX 76031
Or
jfranklin@johnsoncountytexas.org

Once billing is received and reviewed for accuracy, the billing is submitted to the County Auditor for payment. Once received by the County Auditor, billing will be submitted to the next available Commissioners Court with payment made upon approval.

Payment shall be made pursuant to Chapter 2251 Texas Government Code

Pursuant to Texas Government Code Section 2251.021 and this Amendment, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- (1) The date the governmental entity receives the goods under the contract;
- (2) The date the performance of the service under the contract is completed; or
- (3) The date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.025 and this Amendment, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

- (1) One percent; and
- (2) The prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment

Payment of Interest by Political Subdivision shall be pursuant to Texas Government Code Section 2251.027

- (a) A political subdivision shall compute interest imposed on the political subdivision under this chapter.
- (b) The political subdivision shall pay the interest at the time payment is made on the principal.
- (c) The political subdivision shall submit the interest payment with the net amount due for the goods or service.
- (d) The political subdivision may not require a vendor to petition, bill, or wait an additional day to receive the interest due.
- (e) The political subdivision may not require a vendor or subcontractor to agree to waive the vendor's or subcontractor's right to interest under this chapter as a condition of the contract between the parties.

SERVICE PROVIDER shall retain all records for a minimum of **7 years** following the closure of the most recent audit report or until any pending audits, and any outstanding litigation, audit, or claim has been

Affirmative Action: 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.

Workplace Guidelines and Confidentiality: SERVICE PROVIDER agrees that it 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 residents served by the Juvenile Probation Department.

No Personal or Pecuniary Interest: No officer, member or employee of 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 contract which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No Discrimination: 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, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

No Subpoena Required for Testimony: Upon reasonable request from Johnson County Juvenile Services or the Johnson County Attorney's Office, SERVICE PROVIDER'S employees and agents who have contact with juveniles and their families or who provide program services shall testify in court and shall NOT require a subpoena or fail to testify based upon lack of a subpoena, or residing, working, or otherwise being beyond the range of a subpoena.

Recommended:

Malott 2-6-17
BY: Director of Juvenile Services Date
Interim

GARY HIRVELY
Printed Name of SERVICE PROVIDER

2-6-17
Date

Johnson County Juvenile Board:

[Signature] 2/4/17
BY: Robert Mayfield, Chairman Date

LCBC
Degree or Type of License

Commissioners Court of Johnson County:

[Signature] 2/13/17
BY: Roger Harmon, County Judge Date

70 Bot 53
Address

GLEN ROSE, TX 76043
City, State, Zip

817-468-6349
Phone/Fax/E-mail



[Signature] 2/13/17
BY: Becki Wever, County Clerk Date

[Signature]
Signature of SERVICE PROVIDER