

NOV 12 2019

**Approved**

**REQUEST FOR AGENDA PLACEMENT FORM**

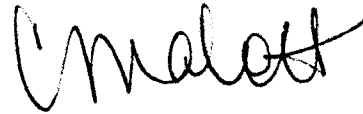
**Submission Deadline - Tuesday, 12:00 PM before Court Dates**

**SUBMITTED BY:** Cristy Malott

**TODAY'S DATE:** 10-25-19

**DEPARTMENT:** Juvenile Services

**SIGNATURE OF DEPARTMENT HEAD:**



**REQUESTED AGENDA DATE:** 11-12-19

**SPECIFIC AGENDA WORDING:** Consideration of Non-Residential Services Contract  
Gary Hively, LCDC, CART

**PERSON(S) TO PRESENT ITEM:** Cristy Malott

**SUPPORT MATERIAL: (Must enclose supporting documentation)**

**TIME:** 1 min

**ACTION ITEM:** X

**WORKSHOP:**

(Anticipated number of minutes needed to discuss item) **CONSENT:**

**EXECUTIVE:**

**STAFF NOTICE:**

**COUNTY ATTORNEY:** X

**IT DEPARTMENT:**

**AUDITOR:**

**PURCHASING DEPARTMENT:**

**PERSONNEL:**

**PUBLIC WORKS:**

**BUDGET COORDINATOR:**

**OTHER:**

\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_

**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 (TJJD) requirement set forth in the Private Service Provider Contract Requirement Summary [TJJD-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. The further purpose of this contract is for COUNTY to obtain and for SERVICE PROVIDER to provide substance abuse and anger management programming for youth.

**Description of Services and Required Outputs**

The SERVICE PROVIDER shall provide the following services:

- Evaluations/Assessments
- Substance Abuse Programming for Individual, Family, and/or Group Sessions
- Anger Management Programming for Individual, Family, and/or Group Sessions

Services shall be provided on an as needed basis as requested by Johnson County Juvenile Services.

The SERVICE PROVIDER shall provide evaluation/assessment results, attendance records, and documentation of progress toward treatment goals in a timely manner for each participant.

**Contract Effective Dates**

The term of this contract shall commence on November 1, 2019, and shall automatically renew and extend for an additional one year period on the first day of November 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.

**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 certification and/or licenses current. SERVICE PROVIDER shall provide COUNTY with proof of current state license, certification, or other necessary regulatory permits, etc. A copy should be on file with COUNTY on execution of this contract. This includes any subcontracted service provider(s) under this contract. Additionally, proof 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 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, TJJJ, etc.). This disclosure shall be made in writing.

### **Accounting, Reporting and Auditing Requirements**

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 Texas Family Code 231.006 regarding no child support owing. 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 not more than thirty (30) days delinquent in paying court ordered approved child support. Completion of TJJJ-FIS-180 will satisfy this requirement. SERVICE PROVIDER fully acknowledges that this agreement may be terminated and payments 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. SERVICE PROVIDER will account separately for the receipt and expenditure of any and all funds paid to SERVICE PROVIDER by COUNTY.

SERVICE PROVIDER shall adhere to the following detailed billing process:

Payment for services will be made as follows:

- |  |                      |
|--|----------------------|
| • Evaluations/Assessments                        | \$82.50 each         |
| • Individual/Family Sessions                     | \$55.00 per session  |
| • Group Sessions (not to exceed 12 participants) | \$125.00 per session |
| • No-show for Individual/Family Sessions         | \$27.50 per session  |

Payment for additional programming or counseling services to be provided by Gary Hively at the request of Juveniles Services will be at a rate negotiated and approved by the Director of Juvenile Services or the Deputy Director of Juvenile Services for such services prior to the provision of services or incurring of costs for services. The rates for such services shall be at a rate that does not exceed the standard rate in the industry for such service in the Central or North Central area of Texas. No services shall be requested or costs incurred unless sufficient funds are budgeted or allocated to pay for such services.

Billing for the above shall consist of a statement of the specific service. Billing should be submitted by the 10<sup>th</sup> of the month following services rendered. All written attendance and progress notes 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  
817-556-6880  
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 Commissioner's 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 Agreement, 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 Agreement, 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.

#### Sec. 2251.027. PAYMENT OF INTEREST BY POLITICAL SUBDIVISION.

- (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 applicable records for a minimum of **seven (7) years** following the closure of the most recent audit report and until any outstanding litigation, audit, or claim has been resolved.

SERVICE PROVIDER shall establish a set of records that comply with the requirements of the TJJD contract and will allow access to any records necessary to monitor performance under this contract by COUNTY, TJJD or any state or federal agency authorized to inspect the same.

### **Contract Non-Compliance and Termination Provisions**

**Termination:** COUNTY may terminate this contract, or any portion thereof, as a result of 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 SERVICE PROVIDER. Failure to comply with this requirement shall be treated as a default.

**Termination for Cause:** 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 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:** COUNTY and 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 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 SERVICE PROVIDER, COUNTY may cancel or suspend the contract and 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.

**Law and Venue:** 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 the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that COUNTY agrees to waive any right to trial by jury is hereby deleted.

### **Miscellaneous Provisions**

**Open Records:** This contract shall be subject to 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.

**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.

**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:** It is understood and agreed that COUNTY cannot enter into a contract whereby COUNTY agrees to indemnify, or hold harmless any other party, thus any provision to the contrary is void.

**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 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 COUNTY.

**No Person or Pecuniary Interest:** No officer, member, or employee of 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.

**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 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 ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

Space for Service: COUNTY agrees to provide space at the Johnson County Juvenile Services for programming and to provide executed releases of information.

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.

Will Not Boycott Israel: SERVICE PROVIDER verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. SERVICE PROVIDER further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

This contract shall automatically terminate on the contract expiration date except as set forth in the automatic renewal provision or upon depletion of funding. All services billed hereunder must be rendered within the contract period.

Malott 10-25-19  
Director of Juvenile Services Date  
[Signature] 10/25/19  
Chairman of the Juvenile Board Date  
[Signature] 11/12/19  
Johnson County Judge Date

Gary R. Hively  
Printed name of SERVICE PROVIDER  
PO Box 53  
Address  
Glen Rose, Tx 76043  
City, State, Zip  
817-408-6349  
Phone  
ghively@aol.com  
Email  
[Signature]  
Signature  
24 October 2019  
Date