

**REQUEST FOR AGENDA PLACEMENT FORM**

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

SUBMITTED BY: Cristy Malott TODAY'S DATE: 01/14/2022

DEPARTMENT: Juvenile Services

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: 01/24/2022

**SPECIFIC AGENDA WORDING:**

Consideration of Non-Residential Services Contract for Coy West - Polygraph Services

COMMISSIONERS COURT

JAN 24 2022

**Approved**

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

Assistant Director Steve Gant

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

TIME: 1 min

(Anticipated number of minutes needed to discuss item)

ACTION ITEM:

WORKSHOP:

CONSENT:

EXECUTIVE:

**STAFF NOTICE:**

COUNTY ATTORNEY:

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS:

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 Coy E West Jr., 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 the County to obtain and for SERVICE PROVIDER to provide polygraph examination services.

**Description of Services and Required Outputs**

SERVICE PROVIDER is contracted to:

- Administer polygraph examinations under the rules and regulations set by the State of Texas Polygraph Examiners Board;
- Administer Incident/Offense polygraph examinations, Maintenance polygraph examinations, and Sexual History examinations;
- Provide written reports of the results of each examination within 10 working days of the examination; and
- Provide a copy of the questions promulgated to the subject of the examination and a report of any statements or admissions made by the subject of the examination prior to or following the polygraph examination.

SERVICE PROVIDER shall conduct and provide a completed examination of the referred juvenile and provide appropriate billing in a timely manner.

**Contract Effective Dates**

The term of this contract is for twelve (12) months, commencing January 1, 2022, and ending December 31, 2022. It shall be automatically renewed for one year terms thereafter unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this contract. 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, procedures and administrative rules applicable to SERVICE PROVIDER and provision of services.

SERVICE PROVIDER shall keep all applicable certifications, licenses, registrations or other necessary regulatory permits current. SERVICE PROVIDER shall provide the County with proof of current state license, certification, registration 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 the County within 7 days should any license be suspended or revoked.

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

### 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 successor in the conduct of such 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 TJJ-FIS-180 will satisfy this requirement. SERVICE PROVIDER fully 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. SERVICE PROVIDER agrees to **account separately** for the receipt and expenditure of any and all funds paid to SERVICE PROVIDER by the County.

SERVICE PROVIDER shall adhere to the following detailed billing process:

Payment for services will be made as follows:

- Polygraph Examinations \$250 per examination
- Payment may also include travel current Federal rate per mile

Billing for the above shall consist of a statement of the specific services. 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  
1102 E. Kilpatrick, Suite C  
Cleburne, TX 76031  
817-556-6880

Once billing is received and reviewed for accuracy, the billing will be 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 of the Texas Government Code.

Pursuant to Texas Government Code Section 2251.021, 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, 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:

- (1) A political subdivision shall compute interest imposed on the political subdivision under this chapter.
- (2) The political subdivision shall pay the interest at the time payment is made on the principal.
- (3) The political subdivision shall submit the interest payment with the net amount due for the goods or service.
- (4) The political subdivision may not require a vendor to petition, bill, or wait an additional day to receive the interest due.
- (5) 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 **seven (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 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.

### **Clearly Defined Sanctions or Penalties for Contract Non-Compliance and Termination Provisions**

In the event of non-compliance or substandard compliance by SERVICE PROVIDER, **sanctions and penalties** may include, but are not limited to, the withholding, suspension, or reduction of payments, or termination of this contract. SERVICE PROVIDER may also become ineligible to enter into future agreements with the County.

**Termination** of this contract may occur according to the following provisions: upon thirty (30) days written notice by either party to the other party; at any time by mutual agreement in a writing signed by both parties; or upon **expenditure of available funds**.

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 contract shall be Johnson County, Texas. Any action brought in Federal Court shall be brought in the Northern District of Texas, Dallas Division.

### **Miscellaneous Provisions**

**Open Records:** To the extent, if any, that any provision in this contract is in conflict with Texas Government Code Section 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.

**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 juvenile referrals from the County.

**No Person 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.

**Will Not Boycott Israel or do Business with Certain Terrorist Nations:** 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 as 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.

Cmalcott

Director of Juvenile Services

01-11-2022

Date

[Signature]

1/11/22

Chairman of the Juvenile Board

Date

~~[Signature]~~

1-24-22

Johnson County Judge

Date

Coy E. West, Jr

Printed name of SERVICE PROVIDER

PO Box 838

Address

WHITNEY, TX 76692

City, State, Zip

254-337-1192

Phone

Coywest@yahoo.com

Email

[Signature]

Signature

1-11-22

Date