

Johnson County Non-Residential Services Contract

This Contract is by and between Johnson County, hereinafter referred to as COUNTY, and Recovery Healthcare Corporation, 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 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 August 1, 2015, and shall end on September 30, 2016.

This Contract shall automatically renew and extend for an additional one year period on the first day of September of each succeeding year unless County gives written notice to Service Provider not less than 30 days prior to the first day of September 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 on an annual basis by Recovery Healthcare Corporation and subject to the approval of Johnson County Juvenile Board and Johnson County. 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.

Use of products or services from this service provider does not create an exclusive agreement and does not prohibit COUNTY from acquiring the same or similar products or services from other providers.

A. CONTRACT GOALS, OUTPUTS AND MEASURABLE OUTCOMES

- A1. The SERVICE PROVIDER shall provide electronic monitoring (GPS) devices for Juvenile Offenders who are serving a term of community supervision under a court order by a Johnson County Court, either the Juvenile Court or a Justice of the Peace Court.
- A2. The SERVICE PROVIDER shall provide all equipment necessary for the GPS Services along with access to the GPS Service for viewing of client information on the device and all reports associated with the clients.
- A3. 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 the County Office or Department described below which requested the service.
 - Johnson County Juvenile Services, 1102 E. Kilpatrick, Suite C, Cleburne, Texas 76031; or
 - Johnson County Justice of the Peace Pct 1, 1800 Ridgemar, Cleburne, Texas 76031; or
 - Johnson County Justice of the Peace Pct 2, 247 NW Elk Drive, Burleson Texas 76028; or
 - Johnson County Justice of the Peace Pct 3, 206 N. Baugh St, Alvarado, Texas 76009; or
 - Johnson County Justice of the Peace Pct 4, #2 N. Main, Cleburne, Texas 76031

The invoice shall state the client's name, the date of service, type of service provided and the amount being billed for service. THE INVOICE SHALL BE SENT BY SERVICE PROVIDER TO THE APPROPRIATE JUSTICE OF THE PEACE PRECINCT OR TO JOHNSON COUNTY JUVENILE SERVICES FOR PAYMENT. (THE INVOICE SHALL BE SENT TO THE ENTITY DIVISION OR DEPARTMENT OF JOHNSON COUNTY THAT REQUESTED THE SERVICE). The Justice of the Peace or Juvenile Services Office will verify the invoice and forward the invoice as appropriate for payment. The COUNTY agrees to pay the SERVICE PROVIDER in accordance to this agreement within 45 days of the receipt of the invoice.

- \$ 1.00 per day for leave
- 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.
 - B7. The COUNTY shall provide space for equipment setup at the department office.

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.

