

AGENDA ITEM # 19

March 10, 1998

*

Consider approving (1) 18/2 slot in Juvenile Services budget for contract person for parole supervision program which is fully funded by T.Y.C. until August 31, 1999.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve one 18/2 slot in Juvenile Services budget for contract person for parole supervision program which is fully funded by T.Y.C. until August 31, 1999.

Vote: Motion carried 5 - 0 < Clerk copy here >

STATE OF TEXAS \$
 \$
COUNTY OF TRAVIS \$

CONTRACT FOR PAROLE SUPERVISION AND SERVICES

This contract entered into on November 17, 1997, by and between the Texas Youth Commission, hereinafter TYC, and Williamson County Juvenile Services, 2423 Williams Drive, Suite E, Georgetown, Texas 78628, hereinafter Service Provider, for the provision of parole supervision and services to youth in the following counties: Williamson. This contract, Number PS98108, will expire on August 31, 1999.

This contract is entered into "The Interlocal Cooperation Act", §791.001 et.seq., Texas Government Code, for the mutual considerations described in this contract.

I. SERVICE PROVIDER

For and in consideration of the payment of fees for parole supervision and services, Service Provider will:

- A. Comply with applicable TYC General Administrative Policies (GAP), attached as Exhibit A, and incorporated into this contract as if set forth herein. Any amendments made to the policies in Exhibit A during the term of this contract apply to the Service Provider as of the effective date of said amendment.
- B. Provide the following parole supervision and services:
 - 1. Ensure compulsory school age youth comply with state compulsory school attendance laws.
 - 2. Ensure non-compulsory school age youth are constructively engaged in employment, community service, training, educational activity, treatment, and/or home detention for a minimum of 20 hours per week.
 - 3. Ensure youth comply with all required or special conditions outlined in their Individual Case Plans.

76

4. Assess the youth's behavioral/phase and develop the Individual Case Plan and objectives based on that assessment, attached as **Exhibit D, Resocialization Phase IV and V.**
5. Meet regularly with the youth and secondary persons (family, employers, educators, treatment providers etc.) to assess youth's constructive activity involvement and progress toward Individual Case Plan Objectives. The following contact requirements apply:
 - a. Intensive: General Offenders - four (4) primary contacts within initial 30 days; Classified Offender - Eight (8) primary contacts within initial 60 days
 - b. Moderate: All offenders - two (2) primary contacts monthly.
 - c. Minimum: All offenders - One (1) primary contact monthly.

Secondary contacts are determined by individual need and risk.
6. Require youth to provide documentation in support of his/her constructive activity requirements, e.g., school attendance reports, employment verification documents (pay stubs, etc.). "Constructive Activity" youth is engaged or participating in an educational, employment, treatment, training, home detention, and/or community service program for a minimum of 20 hours per week
7. Provide case management documentation, which includes the Individualized Case Plan (ICP) and submit information to TYC staff for entry into the electronic information system. The relevant policies include GAP.87.1; and .87.33 Supervision Levels in Parole Home Placement.
8. Discharge youth in compliance with TYC GAP.85.61.
9. Ensure complaints are reported and resolved in compliance with TYC GAP.93.31 Youth Complaint Resolution System.
10. Ensure youth accountability for appropriate rules of conduct on parole TYC GAP.95.3 Rules of Conduct.
11. Ensure all allegations of mistreatment are reported in compliance with GAP.93.33, Alleged Mistreatment Rules and Definitions.

77

12. Conduct appropriate administrative due process hearings in compliance with TYC GAP .95.51, .95.53, .95.55, .95.57 and .95.59.
 13. Report all incidents for which youth may be disciplined according to TYC GAP.0703 Incident Report.
 14. Conduct home assessment and updates, GAP.85.43, Home Placement.
- C. Maintain an average or above average compliance with the Performance Measures, attached as Exhibit B.
- D. Submit quarterly claims to the TYC District Office on a standardized invoice attached as Exhibit C. Use a separate invoice for each month and include on the invoice names of each youth for whom payment is requested, the start and end date the total number of days for which payment is requested, the rate of pay and the total amount for each youth; and submit the invoice no later than (10) ten work days from the last day of the quarter for which payment is requested,
- E. Submit a cost report by May 1 of each year which includes a summary of all costs relating to the services provided under the contract. The report should be prepared in accordance with generally accepted governmental accounting standards and can be in any format which reasonably reports actual costs for the preceding county fiscal year or contract period.
- F. Afford TYC access to TYC youth and all records and/or information on TYC youth at all times.
- G.. Forward copies of all audits, monitoring, and investigative reports completed by the program's certifications authority or any other funding entity to the Contract Specialist within five (5) work days of receipt.
- H. Allow TYC/designee to perform monitoring, performance evaluations, investigations, or audits.
1. Provide access, inspection, and reproduction to all records related to services rendered under this contract which are necessary to facilitate monitoring, performance evaluations, investigations or audits.
 2. Records include, but are not limited to, contracts, notes, real property documents, accounting/financial records, written policies

and procedures, correspondence, performance evaluation data and reports, and any other information pertinent to revenues, costs, expenses, and performance of services provided under this contract belonging to the Service Provider. Evaluation of services may include, but is not limited to, office visits, interviews with youth and the administration of questionnaires to the staff of the Service Provider and TYC youth.

3. Upon request by TYC and during reasonable business hours, provide facilities to TYC/designee to perform any of the functions listed in this subsection, as well as adequate and appropriate work space and copier.
- I. Maintain all financial records in accordance with generally accepted accounting principles.
- J. Maintain and retain records for a minimum of three (3) years and 90 calendar days after the termination of the contract period, or for three (3) years after the end of the federal fiscal year in which services were provided, whichever is longer. If any litigation, claims, disputes, or audit involving these records begins before the three (3) years and 90 calendar days period expires, the Service Provider will keep the records and documents until all litigation, claims, disputes, or audit findings are resolved. Resolution is when a final order is issued in litigation, or a written agreement is entered into between TYC and the Service Provider. Contract period means the beginning date through the ending date specified in the original contract or any amendments.
- K. Notify the Quality Assurance Specialist immediately if a TYC youth make an unauthorized departure from the parole placement. Require any of Service Provider's employees or employees of subcontractors to cooperate with and testify in judicial proceedings, legislative and administrative hearings or investigations, at the request of TYC.
- L. Notify the Director of Contract and Support Programs in writing of all revenue sources and reimbursements from third parties for any and all costs or services associated exclusively with a youth served under this contract. Billing more than one revenue source for the same costs or services provided a single youth is prohibited and shall be recouped or administrative error sanctions shall be imposed as set forth herein. Neither a youth nor his/her parents or guardians will be required to pay for the support of the youth in the program, unless otherwise ordered.

II. TYC

For and in consideration of the parole supervision and services provided to TYC youth by Service Provider, TYC will:

- A. Provide the Service Provider with policies and amendments from relevant TYC manuals used in the provision of parole supervision and services to TYC youth.
- B. Fairly compensate Service Provider from current revenues available to TYC at the reasonable rate of Nine and 00/100 (\$9.00) Dollars per youth per day. The maximum amount to be paid under this contract shall not \$100,000.00 .
- C. Pay for parole supervision and services for a youth up to three (3) days following an escape at the rate of Nine and 00/100 (\$9.00) per youth per day, only if the youth is returned to active parole supervision.
- D. Reimburse the Service Provider for mileage at a rate not to exceed the state reimbursement rate, for mileage incurred in attending meetings and training sessions presented by TYC staff and for mileage incurred in visiting or transporting TYC youth detained in facilities outside of their judicial district, provided prior approval is obtained from the TYC Quality Assurance Supervisor.
- E. Transport or arrange transportation for youth to the contracted parole officer for admission and transport or arrange transportation for the youth if another placement is determined to be in the best interest of the youth.
- F. Complete monitoring of Service Provider's program according to the schedule developed by Central Office Contract Administration.
- G. Pay for supplemental services necessary for individual case plans.
- H. Issue a directive to apprehend an escapee once notified by the Service Provider.
- I. Promptly notify the Service Provider of any changes in a youth's parole status that would affect the payment of fees for parole services.

80

Article 1: Equal Opportunity

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, along with all amendments and revisions of the acts, laws, statutes or regulations, 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 or religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

Article 52: Human Immunodeficiency Virus Services Act Compliance

Section 1: Service Provider certifies compliance with the HIV Services Act, [Vernon's Texas Code Annotated (VTCA); Health and Safety Code, Section 85.001, et seq] requirements for maintenance of confidentiality regarding HIV and its related conditions, including Acquired Immunodeficiency Syndrome (AIDS).

Section 2: Service Provider further certifies that workplace guidelines are developed and implemented. Service Provider may elect to use workplace guidelines developed and implemented by TYC.

Section 3: In the absence of confidentiality guidelines, Service Provider is not eligible to receive state funds.

81

Article 63: Communicable Disease Prevention & Control Act Compliance

Service Provider certifies compliance with the applicable provisions of the Communicable Disease Prevention and Control Act, [Vernon's Texas Code Annotated (VTCA); Health & Safety Code, Section 81.001 et seq].

Article 74: Federal Confidentiality Compliance

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with the Federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Service Provider certifies compliance with these Federal requirements for confidentiality [42 USC Section 290 dd-2; 42 CFR Part 2].

Article 95: Possession of Weapons

Service Provider agrees that weapons, as defined in the Texas Penal Code, §46.02, may not be possessed by anyone on the premises of Service Providers' program. No person shall carry or possess any type of firearm while providing services to a TYC youth. Premises is defined as a building or any portion of a building. This prohibition includes the carrying of a concealed handgun licensed under the authority of Texas Civil Statutes, Art. 4413(29ee).

Article 106: Required Disclosure of Lobbyist Activity

Service Provider agrees that if any person who is an employee of, director of, subconsultant, or subcontractor for Service Provider is required to register as a lobbyist under Chapter 305, Texas Government Code at any time during the term of this contract. Service Provider shall notify TYC and provide timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305, Texas Government Code.

82

Article 117: Notification to TYC of Subconsultants & Subcontractors

Section 1: TYC shall be notified of the selection and/or use of all subcontractors, or subconsultants of Service Provider in performing or assessing the performance of Service Provider's duties under this contract.

Section 2: No contractual relationship will exist between Service Provider's subconsultants or subcontractors and TYC. TYC shall have no responsibility whatsoever for the conduct, actions, or commissions (active or passive) of any subconsultants or subcontractors in the performance of their duties under this contract.

Section 3: Service Provider shall be solely responsible for the management of any subconsultants or subcontractors in the performance of their duties under this contract.

Article 138: Employment of Former TYC Employees

Service Provider certifies compliance with §572.054, Texas Government Code. Service Provider has not employed a former officer or employee of TYC to perform services on Service Provider's behalf, to secure this contract or to represent Service Provider in any manner prohibited by the referenced statute. A false certification could result in termination of this contract.

Article 149: Signatory Authority

The undersigned signatory certifies by his/her signature, that he/she has the authority to bind the Service Provider to the contract provisions stated herein.

Article 10: Necessary and Efficient Services

The undersigned contract parties do hereby certify that:

- Section 1** This arrangement to provide services specified above serve the interest of an efficient and effective administration of government,
- Section 2** The services provided are necessary and essential for the activities that are properly within the statutory functions and programs of the parties, and
- Section 3** Service Provider and TYC have the authority to contract for the above services by authority granted in House Bill 1, Article V, Section 21, Appropriations Act and §61.083, Human Resources Code.

IV. GENERAL PROVISIONS

83

Article 1: Relationship of Parties

The Service Provider is acting as an independent contractor and is wholly responsible for the day-to-day operations of its programs and employees; no joint venture, partnership, or agency exists nor shall be implied by the terms of

this contract. No employee of Service Provider shall become an employee of TYC by virtue of this contract.

Article 2: Indemnity

Service Provider agrees to be liable for, and hereby does indemnify and hold harmless TYC and its officers, directors, agents, employees and representatives from and against any and all liability for any and all claims, suits, demands, causes of action, and/or damages, (including costs of court and reasonable attorneys' fees) arising from or based upon misconduct, intentional or negligent acts or omissions on the part of Service Provider, its officers, directors, agents, representatives, employees, or visitors which may arise out of or could result from this contract.

Article 3: Confidentiality and Security

Section 1: Service Provider agrees that all its employees will comply with state and federal law and with TYC policies regarding the confidentiality of student records and identifying information.

Section 2: Service Provider agrees that all information regarding TYC and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential subject to release only by permission of TYC.

Section 3: All Service Providers employees who visit any TYC facility will comply with that facility's security regulations.

84

Article 4: Administrative Error Sanctions

Section 1: TYC, based on information from monitoring or other verifiable sources, may terminate this contract for the reasons set forth in the article dealing with termination below, or take other actions including, but not limited to:

- a. requiring the Service Provider to take specific corrective actions in order to remain in compliance with TYC policy and/or any contractual term; and/or
- b. recoup payment made to Service Provider; and/or
- c. impose recommendations from audit or investigative findings, or sanctions under GAP.83.35; and/or

d. suspend, place into abeyance, or remove any contractual rights including, but not limited to, withholding payment, cessation of placement and/or removal of all youth presently in the program.

Section 2: Service Provider shall cooperate fully with TYC and its authorized representative in carrying out corrective action plans.

Article 5: Termination

Section 1: Service Provider may terminate its obligations under this contract by giving thirty (30) days notice and assisting in relocating youth in the program to other placements.

Section 2: TYC may terminate its obligations under this contract by giving thirty (30) days notice, or immediately in the event youth are removed from the program when conditions exist that threaten the health, safety or welfare of TYC youth in the program, or in the event of breach of contract by Service Provider.

Section 3: TYC may terminate its obligations under this contract according to GAP.83.35, dealing with Quality Assurance.

Section 4: TYC shall terminate this contract in the event that TYC is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

Article 6: Waiver

No waiver by either party of any breach or default of the other under this contract shall operate as a waiver of any future or other breach or default, whether of a like or different character or nature.

Article 7: Severability

If any part of this contract is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this agreement which can be given effect without the invalid

provision or application and to that end the provisions of this contract are declared to be severable.

Article 8: Contract Amendment

No other agreements, oral or written, shall constitute a part of this contract unless such be made in writing, executed by the parties hereto or their successors, and expressly made a part thereof.

Article 9: Notice of Changes

Section 1: Service Provider shall notify TYC immediately in writing in advance of any significant change affecting the Service Provider, including but not limited to change of Service Provider's name or identity, location of services, ownership or control, governing board membership, key personnel, payee identification number, and other significant changes.

Section 2: Service Provider shall refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from TYC.

Article 10: Notice

Required notices will be provided to the Director of Contract and Support Programs at the TYC Central Office at 4900 North Lamar, Post Office Box 4260, Austin, Texas 78765; to the TYC District Office at to the Quality Assurance Specialist at 321 N. Center Stret, Suite W-200, San Antonio, Texas 78202; and to the Service Provider at 2423 Williams Drive, Suite E, Georgetown, Texas 78628.

86

Article 11: Venue

In any legal action or criminal prosecution arising under this contract, the laws of the State of Texas shall apply and venue will be in Travis County, Texas.

For the Texas Youth Commission:

Paula Morelock 12/8/97
Director of Contract and Support Programs Date

For the Service Provider:

Charles M Skaggs 12/3/97
Name Title Date

Charles M. Skaggs
Printed/Typed Name

Approved as to form:

[Signature] 11/10/97
TYC Attorney Date

87

Contract Number: PS98108

AGENDA ITEM # 20

March 10, 1998

*

Discuss and take any appropriate action on Cedar Park Chamber of Commerce lease.

Commissioner Boatright advised the previous discussion of the Cedar Park Chamber of Commerce paying \$1,000.00 per month space rental was now requesting \$350.00 per month credit for booking and administration of the community room.

Executive Director of the Cedar Park Chamber of Commerce Laura Nite reported 58 meetings through the end of 1998 have been scheduled in the community room in the past month. Policy letters have been issued by the Chamber advising after hours access to the room would require a \$25.00 deposit for a swipe card along with a photo identification.

Ms. Nite had a copy of the Cedar Park Public Library use policy and answered questions.

Judge Doerfler suggested \$350.00 per month was too much and discussed the Central Maintenance Facility policy for everyone not directly involved with Williamson County paying a rental fee.

Commissioner Hays advised basically all non-profit Williamson County organizations were not charged a fee unless they required the use of the kitchen and felt the community room in Cedar Park should operate under the same guide lines.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Boatright

Motion: To approve \$250.00 per month credit toward \$1,000.00 monthly rental fee until the court can determine an appropriate amount of money.

Vote: Motion carried 5 - 0