

WILLIAMSON COUNTY AGREEMENT FOR INTENSIVE OUTPATIENT SERVICES

TEXAS COMMUNITY SUPERVISION ALTERNATIVES, LLC

This Agreement for Intensive Outpatient Services for the Williamson County Family Recovery Court (“Agreement”) is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (“County”) and TEXAS COMMUNITY SUPERVISION ALTERNATIVE, LLC (“Service Provider”), hereinafter each referred to as a “party” or collectively as the “parties”. The County agrees to engage Service Provider, as an independent contractor, to provide certain professional services pursuant to the following terms, conditions, and restrictions:

1. Services

- 1.1. The County’s Family Recovery Court (FRC) is an alternative to the traditional processing of Child Protective Services cases involving parents suffering from substance abuse. County is contracting with Service Provider to provide intensive outpatient services to FRC participants, as described in Exhibit “A,” which is incorporated herein as if copied in full.

2. Term

- 2.1. Term. The Term of this Agreement shall commence in full force and effect as of the date of the last party’s execution below and shall continue for twelve (12) months (“Initial Term”). After the Initial Term, this Agreement may be subsequently renewed in writing upon agreement of the parties.

3. Termination

- 3.1. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to the other party. Upon termination of this Agreement, County shall compensate Service Provider for those services which were provided prior to termination, and which have not been previously invoiced to County.

4. Compensation

- 4.1. Service Provider will be compensated based on a fix fee as set out in Exhibit “A.” The total not-to-exceed amount shall be Fifteen Thousand Dollars (\$15,000) per term. In no event will the amount paid by the County for all services under this Agreement exceed this amount without an amendment executed by the parties.
- 4.2. County’s payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the

Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Service Provider of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Service Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- 4.3. Limit of Appropriation. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Williamson County under this Agreement, County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the County.
- 4.4. Taxes. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sale and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

5. INDEMNIFICATION

- 5.1. TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

5.2. The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, any and all references to County defending, indemnifying, holding harmless Service Provider for any reason are hereby deleted.

6. Applicable Law

6.1. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Williamson County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere.

7. Notice

7.1. Written notice or communication required by or relating to this Agreement shall be provided to the following party representatives:

7.1.1. County:

Williamson County
Attn: Bill Gravell Jr., County Judge
710 S. Main Street, Ste. 101
Georgetown, Texas 78626

Curtesy Copy:

Ronald Morgan
Director of District Court Administration
405 Martin Luther King Street
Georgetown, Texas 78626

7.1.2. Service Provider:

Texas Community Supervision Alternatives, LLC
503 Main Street
Georgetown, Texas 78626

8. General Terms

8.1. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity.

8.2. Public Information Act. Service Provider expressly acknowledges that County is subject to the Texas Public Information Act and, notwithstanding any provision to the contrary, County will make any information related to the Agreement available to third parties in accordance with the Texas Public Information Act.

- 8.3. No Agency Relationship. It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement.
- 8.4. Compliance With All Laws. Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designed by such law or by regulation.
- 8.5. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 8.6. Right to Audit. Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.
- 8.7. Assignments. Service Provide may not assign any of its rights under this Agreement, except with the prior written consent of the County.
- 8.8. Confidentiality. Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.
- 8.9. Foreign Terrorist Organization. Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

8.10. Media Releases. Service Provider shall not use County’s name, logo, or other likeness in any press release, marketing material, or other announcement without the County’s prior written approval.

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by the parties.

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

Texas Community Supervision Alternatives, LLC

Name of Service Provider

Dean Eddy

Authorized Signature

Dean P. Eddy, Managing Owner

Printed Name

Date: July 2 _____, 2024

Exhibit A

Description of Services & Program Costs

1. **Advanced Recovery Education (ARE) Level 1 and 2**

A. ARE Program Overview. This program explores many elements but has an emphasis on recovery from thinking and choices which caused troubles associated with the abuse of substances and/or alcohol. Both Levels 1 and 2 consist of 30 hours of core group sessions consisting of 8 to 15 participants. These 30 hours are attended in 10 weekly 3-hour sessions.

The core ARE curriculum and structure are designed to allow participants to:

- Explore how past thinking and choices may have (or, is starting to) developed into a life pattern of negative consequences
- Recognize successes and build upon those; discover what voids and needs alcohol and/or substance abuse satisfied in the past and how this can be better accomplished with developing a recovery lifestyle including more healthy thinking/people/activities/places/ and, things
- Build a satisfying recovery lifestyle vision and getting started working on goals consistent with this vision; and, be introduced to supportive tools and other self-help programs and resources to assist with continued success

Level 1 Core Programming is followed up with three monthly recovery maintenance sessions and includes the requirement to attend, participate in, and document 8 recovery support meetings (example: Celebrate Recovery, Alcoholics Anonymous, SMART Recovery and, Narcotics Anonymous) during the course of their program time. Participants are also subject to substance and alcohol detection screenings/urinalysis if required or requested.

Level 2 Core Programming includes three individual counseling sessions with core programming being followed up with two monthly recovery maintenance sessions for three months and includes the requirement to attend, participate in, and document 16 recovery support meetings (example: Celebrate Recovery, Alcoholics Anonymous, SMART Recovery and, Narcotics Anonymous) during the course of their program time. Participants are also subject to substance and alcohol detection screenings/urinalysis if required or requested.

- B. Enrollment.** Family Recovery Court Staff will email courses@txsupervision.org with the first and last name of the participant and "ARE requested" in the subject line. Agency will complete an assessment to determine whether the participant should be placed in ARE Level 1 or ARE Level 2.
- C. Course Location.** Courses will be offered in-facility at TCSA's Georgetown and Temple locations as well as via web-based classroom options. Services will be provided by Licensed Counselors. Information for locations and program participation options will be included within our reply to your enrollment request email.
- D. Progress Reporting.** Monthly progress reports will be provided by TCSA staff to Family Recovery Court Staff, and a certificate of completion will be provided on successful completion of participation in this program.

Exhibit A
Description of Services & Program Costs

E. ARE Program Costs.

i. ARE Level 1.

30 hours (Core Sessions): 10 three-hour sessions at \$50 per session = \$500

9 hours (Recovery Maintenance Sessions): 3 three-hour sessions at \$50 per session = \$150

Total for ARE 1 = \$650

ii. ARE Level 2.

30 hours (Core Sessions): 10 three-hour sessions at \$50 per session = \$500

18 hours (Recovery Maintenance Sessions): 6 three-hour sessions at \$50 per session = \$300

3 hours of individual counseling: 3 one-hour sessions at \$80 per session = \$240

Total for ARE 2 = \$1,040

2. Recovery Maintenance (RM) Program

A. Program Overview. RM is designed to support and enhance past core recovery work. During these three hour sessions, participants present recovery and thinking check-ins which generate topics for discussion. Core elements of recovery are reviewed and discussed in the context of current life situations.

B. Enrollment. Family Recovery Court Staff will email courses@txsupervision.org with the first and last name of the participant and "Recovery Program requested" in the subject line.

C. Course Location. Courses will be offered in-facility at TCSA's Georgetown and Temple locations as well as via web-based classroom options. Services will be provided by Licensed Counselors. Information for locations and program participation options will be included within our reply to your enrollment request email.

D. Progress Reporting. Monthly progress reports will be provided by TCSA staff to Family Recovery Court Staff, and a certificate of completion will be provided on successful completion of participation in this program.

E. Recovery Maintenance Program Costs.

Total for each three hour Recovery Maintenance Sessions = \$50

3. Diversion Opportunity Class (DOC) Program

A. Program Overview. DOC is a brief, cognitive skills, educational program designed to provide an introduction to cognitive skills and allow for practice of these skills; allow for exploration, evaluation, and challenging of past thinking and choices which have caused troubles, assess current satisfaction with life domains (such as health, family, financial, social etc.) and develop a lifestyle vision plan; and provide an introduction to supportive community self-help resources and services; assess current relationships and explore healthy vs unhealthy boundaries as this pertains to long term success and satisfaction. The program has three emphasis areas: aggression control/anger management within all relationships (including domestic relationships); money

Exhibit A

Description of Services & Program Costs

management/theft prevention; and consequences of substance/alcohol abuse and developing a healthy lifestyle. The DOC program consists of five (5) two hour sessions, for 10 total group hours.

- B. **Enrollment.** Family Recovery Court Staff will email courses@txsupervision.org with the first and last name of the participant and "DOC Program Requested" in the subject line.
- C. **Course Location.** Courses will be offered in-facility at TCSA's Georgetown and Temple locations as well as via web-based classroom options. Services will be provided by Licensed Counselors. Information for locations and program participation options will be included within our reply to your enrollment request email.
- D. **Progress Reporting.** Monthly progress reports will be provided by TCSA staff to Family Recovery Court Staff, and a certificate of completion will be provided on successful completion of participation in this program.
- E. **Recovery Maintenance Program Costs.**
Total for DOC program is \$300

4. Invoicing Procedures

TCSA will invoice monthly for each session attended by a participant. Invoices will be sent to frc@wilco.org. The invoice shall include information to identify the participant and the number of sessions that participant has attended during the period in such a way that the use of funds can be accurately tracked.

TCSA will invoice for unexcused missed sessions (at the above sessions' rates) to the Participant and will report this information to the referring party (Family Recovery Court).