



INTERLOCAL COOPERATION CONTRACT

(CSCD AND COLLIN COUNTY SUBSTANCE ABUSE)

WHEREAS, THE COUNTY OF COLLIN, STATE OF TEXAS (hereinafter "Performing Party") is a validly organized and constituted governmental entity properly established in accordance with Chapter 71, Local Government Code;

WHEREAS, the Collin County Community Supervision and Corrections Department (hereinafter "Department") is properly established in accordance with Chapter 76, Government Code;

WHEREAS, Chapter 140, Local Government Code, permits the Department, as a "specialized local entity," to enter into contractual arrangements;

WHEREAS, Chapter 791, Government Code, authorizes local governments to increase their efficiency and effectiveness by contracting with one another and with agencies of the state;

THEREFORE, this Interlocal Cooperation Contract (hereinafter "contract") is made and entered into by and between the Performing Party and the Department.

ARTICLE I SPECIFICATIONS

1.1 Terms and Conditions.

A. The Performing Party shall, in accordance with the terms of this contract, provide all the necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the Department as specified in writing in this contract) and do all things necessary for, or incidental to, the provision of the services listed as follows:

- a. To provide substance abuse evaluations (a tool to determine the nature and extent of an offender's chemical dependency);**
- b. To make an appropriate treatment referral or recommendation based on the evaluation;**

c. The substance abuse evaluation shall be a TDCJ-CJAD approved tool such as the Addiction Severity Index (ASI) tool.

d. To provide the Department with monthly billing for the substance abuse evaluations.

B. The Performing Party shall provide and support personnel to meet all applicable state standards for staff to participant ratios.

C. All employees of the Performing Party providing services to Defendants shall have and maintain all required licenses, certifications, and other qualifications.

1.2 Compensation.

The Department agrees to make payments to the Performing Party for the delivery of the services described in Article I, Paragraph 1.1, A. above.

- A. The department shall pay the sum not to exceed **\$60 each** per substance abuse evaluation.
- B. Invoices shall be presented to the Department by the **10th** day of each month.
- C. The total amount of payments to the Performing Party during the fiscal year shall not exceed **\$6,000.00**.
- D. The Performing Party and the Department agree that these payments fairly compensate the Performing Party for the services or functions performed under the contract. This contract is subject to the availability of funds as appropriated by the legislature and made available by the Texas Department of Criminal Justice - Community Justice Assistance Division. If such funds become reduced or unavailable, this contract shall be subject to immediate modification, reduction, or termination.

1.3 Contract Period.

This contract is for a period of **one year** beginning on **September 1, 2018**, and ending on **August 31, 2019**. It may be renewed annually or terminated as hereinafter provided.

1.4 Performance Measures.

The Performing Party shall comply with the performance measures at Exhibit A which are incorporated into this contract by reference.

**ARTICLE II
GENERAL CONDITIONS**

2.1 Duties and Obligations.

The Performing Party shall:

- A. Provide the services outlined in Article I. Paragraph 1.1, in compliance with applicable federal and state laws, including all constitutional, legal, and court-ordered requirements;
- B. Provide reasonable access to all records, books, reports, and other data and information needed to accomplish reviews of services and expenditures;
- C. Permit the Department, or Department's designee, to inspect, review, and audit its records and reports to review services and evaluate performance; and
- D. Permit the Department, or Department's designee, to conduct site visits at times mutually agreed upon between the parties.

2.2 Confidentiality.

When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this contract shall be confidential and may be disclosed only in accordance with applicable laws.

- A. Absent specific statutory authority to the contrary, no confidential information may be released without the Defendant's written consent as documented by a signed release form that complies with the requirements of the applicable laws and regulations.
- B. All records prepared in conjunction with this contract or maintained on Defendants shall be the property of the Department. All records (electronic or paper) pertinent to this contract shall be retained by the Providing Party for a period of five years with the following qualification: if any audit, litigation or claim is initiated before the expiration of the five-year period, the records shall be retained until the audit, litigation or claim has been resolved. The Providing Party shall request disposition instructions from the department at the end of the retention period.
- C. The Performing Party shall promptly notify the Department in writing if any legal process requires disclosure of a defendant's record and shall obtain written acknowledgment of the Department's representative.

**ARTICLE III
MODIFICATION, RENEWAL, CANCELLATION, DEFAULT, AND
TERMINATION**

3.1 Modification.

This contract may be modified at any time with the mutual consent of the Director of the Department and of the Performing Party. Any such modification must be documented in writing.

3.2 Renewal.

This contract may be renewed in one-year increments by the mutual consent of the Director of the Department and of the Performing Party. Any such renewal must be documented in writing.

3.3 Cancellation.

Payments must be made from current revenues available to the Department. This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

3.4 Termination for Convenience.

Either party may terminate this contract for any reason, without cause, and at any time, by furnishing to the other party thirty (30) days prior written notice. Upon termination, the Department shall only be obligated to compensate the Performing Party for services performed and payments earned hereunder up to the date of the termination. The Performing Party shall be obligated to provide services until the date of the termination. Neither party shall be entitled to any other compensation based on this contract.

3.5 Default, Cure Notice, Termination for Cause.

A. Default by the Performing Party.

1. A material failure to keep, observe, perform, meet or comply with any term or provision of this contract by the Performing Party shall constitute an event of default.
2. Upon the occurrence of an event of default by the Performing Party, the department shall notify the Performing Party of such event of default by registered United States Mail, return receipt requested.
3. Upon receipt of a notice of an event of default, the Performing Party shall have thirty (30) days to cure the default.
4. If the Performing Party fails to cure the default, the Department may suspend payments, terminate the contract for cause, and pursue any remedy it may have at law or in equity.

B. Default by the Department.

1. A failure by the Department to pay the Performing Party within thirty (30) days after such payment is due, provided such failure to pay is not the result of the Comptroller of the State of Texas withholding payments to the Department, shall constitute an event of default.
2. Upon the occurrence of an event of default by the Department, the sole remedy of the Performing Party is to terminate the agreement. Upon such termination, the Performing Party shall be entitled to receive payment from the Department for all services satisfactorily furnished up to and including the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement, including the Exhibits attached hereto and incorporated herein by reference, to be executed as of the last date indicated below.

Executed this 9th day of Aug, 2018, in Collin County, Texas.



CSCD Director
Collin County, Texas



COUNTY JUDGE
Collin County, Texas

EXHIBIT A

PERFORMANCE MEASURES

STRATEGY 1. Conduct an individualized substance abuse evaluation using ASI and psycho-social evaluation and generating well-developed treatment recommendation.

Measures: One hundred percent (100%) of individuals served will have a written substance abuse evaluation and treatment recommendation within thirty (30) working days of assessment interview.

Adjustment: For each individual served not having an individual substance abuse evaluation plan within the specified time frame, the vendor will reimburse Collin County CSCD \$10.00 per individual during the time period the evaluation is late.