

**SERVICE OPERATIONS AGREEMENT FOR SUPERVISION SERVICES FOR THE WILLIAMSON
COUNTY ATTORNEY'S OFFICE PRE-TRIAL INTERVENTION PROGRAM**

This Operations Agreement (the "Agreement") is made and entered into by and between the Williamson County Attorney's Office, acting by and through Williamson County, Texas, a political subdivision of the State of Texas ("DEPARTMENT") and Texas Community Supervision Alternatives, LLC ("VENDOR"), located at 503 South Main Street, Georgetown, Texas 78626.

In consideration of the forgoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR AND TERM

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the services provided for herein.

Term. This Agreement is effective as of the last date of execution herein below and shall continue until September 30, 2020, unless it is terminated earlier pursuant to the provisions hereof (the "initial term"). Following the initial term, this Agreement shall automatically renew for up to two (2) additional one (1) year terms unless terminated earlier pursuant to the provision hereof.

**ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates. DEPARTMENT agrees to make payments to VENDOR for the delivery of services at a rate of \$360.00 per six (6) month Pre-Trial Intervention Program participant and \$500.00 per nine (9) month or twelve (12) month Pre-Trial Intervention Program participant. Fees will be paid for each PTIP participant who signs a PTIP Agreement and are directed to attend a monitoring orientation to begin VENDOR'S monitoring program. VENDOR will retain fees for PTIP participants whose PTIP agreements are revoked for non-compliance before the estimated completion dates of the PTIP agreements. VENDOR agrees to the rates for services listed above.

VENDOR will also provide other supportive services with fees for these services being collected directly from PTIP participants. The DEPARTMENT is not responsible for fees related to these services. Other supportive services include the following:

- a. Random urinalysis drug testing.
- b. Cognitive and rehabilitative education courses and programs.

- c. Licensed substance abuse and recovery services programs.
 - d. Pre-Trial Intervention screening assessments which include, but are not limited to, the Ohio Risk Assessment Screen, Substance Abuse Assessment, Domestic Violence Inventory, and the Driver's Risk Inventory (DRI).
- 1.2 Services. VENDOR shall, in accordance with the terms of this Agreement and the "TCSA Proposal for PTIP Monitoring" (Exhibit "A"), provide all necessary personnel, equipment, materials, supplies, facilities, and services (except those provided by DEPARTMENT as specified in writing in this Agreement) and do all things necessary for, or incidental to, the provisions of the services listed as follows:
- a. Pre-Trial Intervention Program monitoring
 - b. Random urinalysis testing
 - c. Diversion Opportunity Class facilitation

Services will be conducted as described in the document titled "TCSA Proposal for PTIP Monitoring," dated March 22, 2019, and attached hereto as Exhibit "A."

- 1.3 Performance Measures. VENDOR shall comply with the performance measures included in this Agreement to assist PTIP participants in changing their behavior and become productive, contributing members of society by leading a life free of crime. Performance measures, along with applicable adjustments, are as follows:
- a. Maintain and provide to DEPARTMENT a PTIP participant roster which documents the start date, completion date, and reason for termination (if applicable).
 - b. DEPARTMENT can negotiate with VENDOR during the term of this Agreement to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.
- 1.4 Referrals. DEPARTMENT retains control over PTIP participants referred to VENDOR for the provision of services. If a PTIP participant is determined to be in need of additional or different services, the PTIP participant shall be referred back to DEPARTMENT for further action. The process by which this action will occur is addressed in the "Operations Plan."
- 1.5 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to DEPARTMENT.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

- 2.1 Legal Status. VENDOR is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; or, is a limited liability company duly formed and validly existing under the laws of the jurisdiction in which it is formed and in good standing therein. VENDOR is duly qualified to conduct business in the State of Texas. VENDOR has legal power and authority to own or lease its properties and conduct its business as presently conducted.
- 2.2 Authorization. The making and performance of this Agreement have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. This Agreement has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding agreement enforceable against VENDOR in accordance with its terms.
- 2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount, applicability, or validity is currently being contested in good faith by appropriate proceedings.
- 2.4 No Child Support Owing. In accordance with 231.006 Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006 Texas Family Code, VENDOR certifies that it is not ineligible to receive the payments and acknowledges that this Agreement may be terminated and payments may be withheld if this certification is inaccurate.
- 2.5 Use of Payments. No part of the payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT.
- 2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or PTIP participant on account of race,

color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probably causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

- 2.7 Non-Collusion. VENDOR warrants that no person, other than a bona fide employee, has been employed to solicit or secure this Agreement with DEPARTMENT, and VENDOR has not paid or agreed to pay any person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this Agreement without liability, or at its discretion to deduct from payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III GENERAL CONDITIONS

- 3.1 Health and Safety. VENDOR shall ensure that adequate measures are taken to protect the health and safety of each PTIP participant while receiving services.
- 3.2 Staff Training. VENDOR shall ensure that all staff providing direct services receive continuing education and training as needed or required and that such education and training is documented.
- 3.3 Duties and Obligations. VENDOR shall provide the services in compliance with applicable federal and state law, including all constitutional, legal, and court-ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of services by DEPARTMENT in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder.
- 3.4 Visitation by State Employees. VENDOR shall at all times allow employees or agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of services and contract compliance of VENDOR.
- 3.5 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.
- 3.6 Placement of Defendants. DEPARTMENT shall have sole authority to assign and transfer PTIP participants to and from the facility or program and, as appropriate, may specify services for any such PTIP participants during the term of this Agreement.

- 3.7 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this Agreement shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the PTIP participant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a PTIP participant's record and shall obtain written acknowledgment of same from DEPARTMENT'S authorized representative.
- 3.8 Termination at Will. Either party may terminate this Agreement for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this Agreement pursuant to this section shall be the payment to VENDOR of payments earned up to the date of termination. VENDOR's only obligation for terminating this Agreement pursuant to this section shall be to provide services until the date of termination. Neither VENDOR nor DEPARTMENT shall be entitled to any other compensation.
- 3.9 Termination for Cause. DEPARTMENT may terminate this Agreement with VENDOR for cause if there exist behavior or conduct on the part of VENDOR that constitute a violation of a standard of conduct as described in the "Standards of Conduct" listed below. Violation of any of these standards of conduct could lead to the immediate termination of this Agreement between DEPARTMENT and VENDOR. DEPARTMENT shall inform VENDOR of any alleged violation(s) of the standards within two (2) working days of learning of them. VENDOR can refute or challenge the allegations and shall provide written notice of this to the Director of DEPARTMENT within two (2) working days of receiving the notice. VENDOR not responding to the allegations within two (2) working days will be construed as waiving this meeting and will lead to the immediate termination of this Agreement. The decision concerning the termination of this Agreement lies with the Director of DEPARTMENT or his official designate. If VENDOR is alleged to have violated any of the standards of conduct they may agree to terminate this Agreement immediately by providing written notice of this to the DEPARTMENT Director.
- 3.9.1 Standards of Conduct. In addition to VENDOR'S general duty to provide services in a professional manner, the following acts by VENDOR or VENDOR'S service providers are specifically prohibited and shall constitute a violation of these rules:
- a. VENDOR or VENDOR'S service providers shall not provide services, interact with individuals receiving services, or perform any job duties while under the influence or impaired by the use of alcohol, or mood altering substances, including prescription medications not used in accordance with a physician's order.
 - b. VENDOR or VENDOR'S service providers shall not commit an illegal, unprofessional or unethical act (including acts constituting abuse, neglect, or exploitation).

- c. VENDOR or VENDOR'S service providers shall not assist or knowingly allow another person to commit an illegal, unprofessional, or unethical act.
- d. VENDOR or VENDOR'S service providers shall not falsify, alter, destroy or omit significant information from required reports and records or interfere with their preservation.
- e. VENDOR or VENDOR'S service providers shall not retaliate against anyone who reports a violation of these rules or cooperates during a review, inspection, investigation, hearing, or other related activity. The Service Provider shall also not retaliate against or make derogatory comments about DEPARTMENT or any of its employees during the pendency of an investigation.
- f. VENDOR or VENDOR'S service providers shall not interfere with Department reviews, inspections, investigations, hearings, or related activities. This includes taking action to discourage or prevent someone else from cooperating with the activity.
- g. VENDOR or VENDOR'S service providers shall not enter into a personal or business relationship of any type with a PTIP participant receiving services until at least two years after the last date a PTIP participant receives services from the Service Provider.
- h. VENDOR or VENDOR'S service providers shall not discourage, intimidate, harass, or retaliate against PTIP participants who try to exercise their rights or file a grievance.
- i. VENDOR or VENDOR'S service providers shall not restrict, discourage, or interfere with any communication with law enforcement, an attorney, or with an agency for the purposes of filing a grievance.
- j. VENDOR or VENDOR'S service providers shall not allow unqualified persons or entities to provide services.
- k. VENDOR or VENDOR'S service providers shall not be arrested for any criminal offense against the laws of the State of Texas or the United States.

3.10 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of services hereunder shall be retained by VENDOR for a period of five (5) years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begin after DEPARTMENT has made

the final payment in accordance with this Agreement. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

ARTICLE IV ADMINISTRATION AND FISCAL SYSTEM

- 4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this Agreement.
- 4.2 Governing Board and Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any of this Agreement's provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.
- 4.3 Conflict of Interest. VENDOR shall not refer PTIP participants for additional services without prior written approval of DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.
- 4.4 Remunerations. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a PTIP participant for treatment or engage in fee-splitting with other professionals.
- 4.5 Audits. VENDOR agrees to furnish DEPARTMENT with such information as may be required relating to the services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

In addition to DEPARTMENT's audit rights, VENDOR agrees that the Williamson County Auditor 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 VENDOR which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. VENDOR further agrees that that the Williamson County Auditor or its duly authorized representatives shall have access during normal working hours to all necessary VENDOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The Williamson County Auditor or its duly authorized representatives shall give VENDOR reasonable advance notice of intended audits.

- 4.6 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT the following:
- a. If any person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305.
 - b. If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof.
 - c. Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide services hereunder.
- 4.7 Withhold Payments. DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate, or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by DEPARTMENT within thirty (30) days following the final date of the contract period, or at DEPARTMENT'S option, within thirty (30) days following DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.
- 4.8 Accounting Records. VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this Agreement in accordance with fund accounting principles.
- 4.9 Payments to VENDOR. VENDOR shall submit monthly invoices (in writing or electronically) as required herein (by the fifth day of each month). As a part of VENDOR'S invoice, VENDOR will provide an itemized list of services performed during the invoice period, including the names of all PTIP participants served, the service provided, and the amount of time rendered with each. DEPARTMENT'S payment for goods and services under this Agreement shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date DEPARTMENT receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue 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 an error appears in an invoice submitted by VENDOR, DEPARTMENT shall notify VENDOR of the error not later than the twenty first (21st) day after the date DEPARTMENT receives the invoice. If the error is resolved in favor of VENDOR, VENDOR shall be entitled to receive interest on the unpaid balance of the invoice submitted by VENDOR beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the DEPARTMENT, VENDOR shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

ARTICLE V DEFAULT AND TERMINATION

- 5.1 Default by VENDOR. Each of the following shall constitute an event of default on the part of VENDOR:
- a. A material failure to keep, observe, perform, or comply with any covenant, term or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof.
 - b. Admit in writing its inability to pay its debts;
 - c. Make a general assignment for the benefit of creditors;
 - d. Suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within (60) days of such decree or order;
 - e. Suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing;
 - f. Suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy;
 - g. The discovery by DEPARTMENT that any statement, representation of warranty in this Agreement is false, misleading, or erroneous in any material respect.

- 5.2 Remedy of DEPARTMENT. Upon the occurrence of an event of default by VENDOR, DEPARTMENT shall notify VENDOR of such event of default, and subject to the timing provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to,
- a. Suspend referral of PTIP participants;
 - b. Suspend payment;
 - c. Taking action to cure the event of default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such event of default; and
 - d. Termination and removal of VENDOR as provider of services. In the event of VENDOR'S removal due to an event of default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of services.
- 5.3 Default by DEPARTMENT. The following shall constitute an event of default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after payment is due any payment required to be paid pursuant to the terms of this Agreement, provided such failure to pay shall not constitute an event of default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.
- 5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this Agreement. Upon such termination, VENDOR shall be entitled to receive payment from DEPARTMENT for all services satisfactorily furnished hereunder up to and including the date of termination.
- 5.5 Agreement Subject to Availability of Funds. This Agreement will be subject to the availability of funds appropriated by the State Legislature and/or Williamson County, Texas. If such funds become reduced or unavailable, this Agreement shall be subject to immediate notification, reduction, or termination.

ARTICLE VI INSURANCE AND INDEMNIFICATION

- 6.1 Insurance. VENDOR shall provide an adequate plan of insurance that provides:
- a. Coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the services performed by VENDOR;

- b. Coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR; and
- c. Coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s).

VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State, and VENDOR with the amounts and coverages as required by law, in accordance with the following:

- a. Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:
 - i. Claims under worker's compensation disability benefits, and other similar employee benefit actions;
 - ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;
 - iii. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;
 - iv. Claims for damages insured by usual personal liability coverage that are sustained by any person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by any other person;
 - v. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - vi. Claims for damages based on violations of civil rights;
 - vii. Claims for damages arising from fire and lightning and other casualties;
- b. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

6.2 Indemnification.

- a. Indemnification - employee personal injury claims. To the fullest extent permitted by law, VENDOR shall indemnify, defend (with counsel of County's choosing), and hold harmless County, DEPARTMENT and their employees, agents, representatives, partners, officers, and directors (collectively, the "Indemnitees") and shall assume entire responsibility and liability (other than as a result of Indemnitees' gross negligence) for any claim or action based on or arising out of the personal injury, or

death, of any employee of VENDOR, or of any subcontractor, or of any other entity for whose acts they may be liable, which occurred or was alleged to have occurred on the project site or in connection with the performance of the work. VENDOR hereby indemnifies the Indemnitees even to the extent that such personal injury was caused or alleged to have been caused by the sole, comparative or concurrent negligence of the strict liability of any indemnified party. This indemnification shall not be limited to damages, compensation, or benefits payable under insurance policies, worker's compensation acts, disability benefits acts, or other employees benefit acts.

- b. Indemnification - other than employee personal injury claims. To the fullest extent permitted by law, VENDOR shall indemnify, defend (with counsel of County's choosing), and hold harmless County, DEPARTMENT and their 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 VENDOR 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.

ARTICLE VII INDEPENDENT CONTRACTOR

- 8.1 Status. VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party.
- 8.2 Tax Liability. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all federal income, F.I.C.A, and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR'S association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

- 8.1 Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- 8.2 Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 8.3 Prohibition Against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties.
- 8.4 Laws of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Williamson County, Texas.
- 8.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.
- 8.6 Entirety of Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.
- 8.7 Amendment. No changes to this Agreement shall be made except upon writing agreement of both parties.
- 8.8 Headings. The headings used herein are for convenience or reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- 8.9 Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall together constitute but one and the same instrument.
- 8.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

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 of execution below.

EXECUTED in Williamson County, Texas, by:

Williamson County, Texas

BILL GRAVELL
Williamson County Judge

Date

The Williamson County Attorney's Office ("DEPARTMENT")



DEE HOBBS
Williamson County Attorney

7/23/19

Date

Texas Community Supervision Alternatives, LLC ("VENDOR")



DEAN P. EDDY
Managing Partner, TC&A

7/23/19

Date