

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
FAMILY RECOVERY COURT
CONSULTING SERVICES**

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Fostering Hope, Inc.**, a non-profit corporation, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Family Recovery Court Program Overview and Scope of Services, marked Exhibit "A," which is incorporated herein as if copied in full.

Should the County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Completion: The services shall be fully and finally completed on or before September 30, 2020. Service Provider shall commence the services upon instruction to do so from the County. The County shall, at its sole discretion, determine when the project has been fully and finally completed to its satisfaction.

III.

Consideration and Compensation: Service Provider will be compensated based on a

fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be **\$20,000.00 to be paid on September 30, 2020.** Payment for goods and services 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 the County 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 the 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 the 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.

IV.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. **The attached Family Recovery Court Program Overview and Scope of Services, marked Exhibit "A," which is incorporated herein as if copied in full.**

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

V.

No Agency Relationship & Indemnification: 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 himself out as an agent or official representative of the County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S 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 THE SERVICE PROVIDER, 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 WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER 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, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE 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.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until project completion or when terminated pursuant to this Contract.

XII.

Severability: In case any one or more of the provisions contained in this Contract 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 Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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 Contract, 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 Contract 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.

XIV.

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.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer

of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 20____

SERVICE PROVIDER:

Fostering Hope, Inc,

Amanda Keeter

Authorized Signature

Amanda Keeter

Printed Name

Date: *September 9*, 20*20*

Exhibit "A"
Family Recovery Court Program Overview and Scope of Services

A. Overview

Williamson County's Family Recovery Court (FRC) is an alternative to the traditional processing of Child Protective Services cases involving substance abuse. Based on evidence and best practices, the FRC will apply a non-adversarial, collaborative approach and utilize a multidisciplinary team including the presiding judge, Department of Family Protective Services, prosecutors, attorney and guardian ad litem, case-managers, treatment providers, and existing community resources. The FRC will utilize incentives and graduated sanctions to reinforce positive behavior and hold parents and primary caregivers accountable during their participation in the program.

The FRC will focus on cases of abuse or neglect involving parents suffering from substance abuse disorders and any other co-occurring disorders. These cases will focus on families where a removal of the child has occurred. The FRC Team will help provide better outcomes for families involved in these cases by providing problem-solving court services to the child and parents. To graduate, participating parents must demonstrate continuous level of abstinence from drugs and alcohol for a sustainable long-term recovery, satisfy treatment and safety concerns, and demonstrate the establishment of a healthy household for their children.

B. Issue

Child abuse and the wellbeing of children living in unsafe environments is a problem in Williamson County. Records show that there were 882 Child Protective Service cases that resulted in the removal of a child from their home from 2014 through 2018. In reviewing data and the "Affidavit in Support of Extraordinary Relief", provided by the Child Protective Services Investigator with the Texas Department of Family and Protective Services, the majority of these cases involved drugs and/or alcohol that resulted in physical or medical neglect, neglectful supervision or physical abuse.

Substance-abusing parents face significant challenges, hindering their ability to properly care for their children and potentially leading to the termination of parental rights. Parents who abuse substances are often unable to provide stable, nurturing home environments; have low likelihoods of successful reunification with their children; and, have children who tend to stay longer in foster care systems than children of parents who do not abuse substances.

Adverse childhood experiences related to their abuse, neglect, or dependency are also linked to an increase in delinquency and crime. Youth who experience foster care are more likely to present with disruptive behavior disorders. These youth are five times more likely to receive a drug dependence diagnosis. Seventy-five percent of Williamson County youth served by Juvenile Services have been previously involved in the child welfare system. Of these youth, 25% result in residential placement by Williamson County Juvenile Services.

The FRC is going to address the issues caused by substance use disorders and the negative impact that addiction is having on children who are being raised in families riddled with drug and alcohol use. The FRC proposes to improve the effectiveness of substance abuse treatment, with increased services and longer inpatient treatment of parents with addiction problems.

Family drug courts offer a specialized way to address the need for treatment and accountability among participants while supporting opportunities for family reunification. It is the mission of family drug courts to ensure the safety and well-being of children involved with the child welfare

system while offering parents an option to reunify with their children upon completion of treatment and other court requirements. This specialty court is designed to provide life-changing support to break cycles of addiction, while simultaneously holding parents accountable for their decisions.

This new proposed system builds Williamson County's capacity to develop, implement and sustain the community's own solutions to needs within the child welfare system. The FRC centers on a collaborative court model that facilitates work between the legal community and community partners in cases where substance abuse has led to the removal of a child from their home. Parents, who are ready to embrace meaningful life change, the legal community, and community partners work in concert toward the common goal of a healthy and permanent reunification of the family.

II. SERVICE TO BE PROVIDED

A. Description of Service

The FRC is contracting with Service Provider to perform grant application and development assistance to specifically target funding from public and private funders that do not traditionally give to governmental entities like Williamson County. Additionally, the FRC will require the Service Provider to provide the services and deliverables below. Service Provider is being contracted to secure a grant writer and provide oversight and administration for grant writing. Budget dollars identified for this initiative will be used to develop sustainable resources to support the FRC.

B. Scope of Services

The Service Provider will perform grant application and assistance for the FRC as follows:

1. Family and Drug Court Research including interviews of other counties and their staff regarding their versions of a family drug court
2. Calls with each team member to recruit and retain talent, ensuring their involvement in the MOU and launch of the FRC
3. Compilation and edits to the Memorandum of Understanding for the FRC, including routing of signatures upon completion
4. Coordination of standards and objectives among parties to the MOU, including the alignment with 4 common objectives across all partners
5. Engagement with University of Texas School of Public Affairs and support from Graduate Students in the coordination and development of the FRC Logic Model
6. Engagement with The University of Texas in Arlington to review current evaluative measures and a scope drafted with recommendations for a 3-year evaluative plan that focuses on process and program effectiveness.
7. Development of Intake Process including widely recognized screening platforms to ensure the efficacy of the program and appropriate screening of FRC clients (ACES, TCUDs, URICA).
8. Engagement of Guardian Ad Litem including development of their roles and outline of process for involvement
9. Development in coordination with lawyers the necessary Family Plans for the Phased Concept of the FRC and appropriate and coordinating court orders
10. Compilation of team metrics and evaluative data, informed by best practices of team members and other family drug courts.

11. Meetings with County Technology staff in the introduction of metric tracking for the FRC within the current systems of Williamson County
12. Meeting with DIMS software engineers to develop proper software for the FRC metric tracking
13. Onboarding of the temporary Court Coordinator
14. Briefings with Judges
15. Meetings with state-wide contacts who are interested in the FRC, including **Christopher S. Greeley, MD, MS, FAAP**, Head, Section of Public Health and Child Abuse Pediatrics, Texas Children's Hospital, Vice Chair for Community Health, Baylor College of Medicine involving conversations with Harris County Drug Court and their awareness of our efforts
16. Development of Client Matrix outlining process and model for clients, paperwork, and community partners
17. Development of tracking for identifying community gaps in support of families in the FRC
18. Weekly Check-ins with Judge Ryan Larson
19. Securing sustainable resources for the FRC and associated team members including:
 - General counsel regarding grants/development strategy and program funding
 - Research and identification of funder prospects
 - Development of a Grant Calendar to guide efforts
 - Inputs to program logic model and other collaterals
 - Development of grants language describing project
20. Development of the expulsion process and coordinating legal order

C. Types of Services and Items Needed

Services and items needed for the operation, administration, and evaluation of the FRC include but are not limited to: Substance Abuse and Mental Health Treatment, Family Rehabilitation, Therapeutic Services and Counseling, Drug Testing, Alcohol Monitoring, Breathalyzers, SCRAMS, Intensive Outpatient Treatment, Computer and Office Equipment, DIMS Case Management System, and Home Coaches.