

# **AGREEMENT FOR CASE MANAGEMENT SERVICES FOR WILLIAMSON COUNTY TRANSFORMATIVE JUSTICE PROGRAM**

This Agreement for Case Management Services for the Williamson County Transformative Justice Program ("Agreement") is by and between Williamson County ("County") and Krystal Scott ("Case Manager").

## **1. Description of Program and Purpose of Agreement**

1.1 The mission and vision of the Williamson County Transformative Justice Program ("Program") is to reduce incarceration of and improve outcomes for emerging adults ages 17 - 24 in the Williamson County, Texas justice system. The Program is designed to positively impact the following: (1) a Public Health Alternative to Incarceration Program (ATI), (2) direct litigation, and (3) community engagement & re-entry. The Program partners with community stakeholders, criminal justice agencies and health and human services professionals that will address the underlying factors contributing to the emerging adults' involvement in the criminal justice system. Finally, community engagement and re-entry efforts support the Program participants as they transition back to their communities.

1.2 The purpose of this Agreement is to provide the terms, conditions, covenants, and compensation relating to Case Manager's provision of case management services for the Program.

## **2. Term and Termination**

2.1 Term. The Term of this Agreement shall be from October 1, 2020 until September 30, 2021, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Case Management services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of

Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

### **3. Scope of Services**

3.1 Case Manager agrees to provide the following Scope of Services in relation to the Program:

- a. Interact with emerging adults participating in the Program while maintaining and complying with the Program's service philosophy with an emphasis on Developmental Assets, Developmental Relationships, SPARK identification, Motivational Interviewing, and Trust-Based Relational Intervention (TBRI)
- b. Engage with emerging adults on the Program's caseload to develop relationships and focus efforts toward diversion of the emerging adults from the criminal justice system.
- c. Model and exhibit positive behavior and leadership to emerging adults in all interactions relating to the Program.
- d. Teach coping and life skills to emerging adults and coordinate community support for emerging adults' needs under the Program.
- e. Make referrals for appropriate resources such as substance use, mental health, education, and vocational/employment services to participants in the Program.
- f. Redirect emerging adults' behavior using appropriate trauma-focused interventions, when necessary.
- g. Perform investigations and evaluations of offenders to submit recommendations to relevant court(s).
- h. Interview and counsel emerging adults' and families.
- i. Appear in court and testify in hearings regarding emerging adults' progress in the Program.
- j. Maintain compliance with daily, weekly, monthly and quarterly contact and Program case plan standards.
- k. Understand, practice, and promote the vision of the Program.
- l. Coordinate and transport emerging adults for various appointments.
- m. Coordinate, supervise, and facilitate special programs, such as Family Nights and Skills Training classes (to include evenings and weekends).
- n. Facilitate weekly group sessions with emerging adults in the Program.
- o. Develop relationships and communicate regularly with personnel in law enforcement, schools, courts, community organizations, and other social service agencies.
- p. Collaborate with all relevant staff and counselors associated with the Program to provide individualized case management to emerging adults on the Program's caseload.
- q. Conduct the intake process for emerging adults being placed into the Program.

- r. Assist with compiling, monitoring, and recording statistical Program data for reports to the court, grant reporting and research team.
- s. Attend all Program related meetings and trainings as required and necessary for the success of the Program.

#### **4. Compensation**

4.1 County agrees to pay Case Manager the total not to exceed fee of \$51,000.00 to provide the Scope of Services as described in Paragraph 3 for the entire Term of this Agreement. The said total not to exceed fee shall be paid in bimonthly installments of \$2,125.00 each to be paid no later than the fifteenth and the last day of each month.

4.2 Case Manager agrees to submit an invoices to County no later than the 1<sup>st</sup> ad 15<sup>th</sup> of each month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at [jpelczar@wilco.org](mailto:jpelczar@wilco.org), or as otherwise designated, in writing, by County.

4.3 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 Case Manager of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Case Manager 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 (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

#### **5. Independent Contractor**

5.1 It is expressly acknowledged that Case Manager is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Case Manager. Case Manager acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Case Manager shall pay all taxes, licenses, and fees levied or assessed on Case Manager in connection with or incident to the performance of this Agreement by

any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Case Manager, Case Manager's agents, employees, and representatives. Case Manager agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Case Manager. Case Manager agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Case Manager.

5.2 Case Manager shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Case Manager hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Case Manager acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

## **6. Representations and Warranties**

6.1 Case Manager represents and warrants that Case Manager has the authority to sign and be bound by the terms of this Agreement.

## **7. Responsibility for Acts and Omissions**

7.1 Case Manager is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, CASE MANAGER 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 CASE MANAGER 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.

7.2 Case Manager expressly waives rights or claims of subrogation Case Manager may have against County.

## **8. General Terms**

8.1 If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Case Manager shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County

Attn: County Judge  
710 Main Street  
Suite 101  
Georgetown, Texas 78626

Case Manager

Krystal Scott  
12860 Turtle Rock Rd. # 3106  
Austin, Texas 78729

With Copy To:

Williamson County Juvenile Services  
Attn: Scott Matthew, MBA  
Executive Director

1821 SE Inner Loop  
Georgetown, Texas 78626

8.9 Case Manager agrees that 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 Case Manager which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Case Manager agrees that County shall have access during normal working hours to all necessary Case Manager facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Case Manager reasonable advance notice of intended audits.

8.10 Case Manager acknowledges that the funding to be paid to Case Manager is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Case Manager immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Case Manager for all amounts incurred and earned up to date of the termination of grant funding.

8.11 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. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of the date of the last party to sign below.

WILLIAMSON COUNTY

By: Bill Gravel Jr.

Printed Name: Bill Gravel Jr.

Title: Presiding Officer of Williamson  
County Commissioners Court

Date: January 19, 2021

CASE MANAGER

By: Krystal Scott

Printed Name: Krystal Scott

Title: Case Manager

Date: January 8th, 2021