

State of Texas
County of Grayson

Non-Residential Services Contract

This contract is by and between Grayson County, hereinafter referred to as COUNTY and BRIGHT EYES VISION CLINIC, hereinafter referred to as SERVICE PROVIDER. This contract in its content and purpose is to satisfy the Texas Juvenile Justice Department (TJJD) requirement set forth in the Private Service Provider Contract Requirement Summary [TJJD-FIS-324]. It is understood, by all parties that payment obligations created by this contract are conditioned upon the availability of County, State and Federal funds appropriated or allocated for the payment of such obligations.

Contract Goals, Outputs, and Measurable Outcomes

Description of contracted services

The SERVICE PROVIDER is authorized to provide the following:
Services for juveniles in Detention, Post, JJAEP, Probation, or otherwise in the care of the COUNTY.
Eye health exams and treatment for prevention of internal and external eye disease.
Glasses prescription measurement and fulfillment of glasses material product.

Frequency of Services

About 30 minutes per exam per juvenile, from about 10am to 4pm, about one day per week until all juveniles are seen (multiple visit days to see all juveniles). Return to re-evaluate healthy juveniles every 6-12 months, and juveniles with pathology every 3-6 months.

Required Time Frame

SERVICE PROVIDER will be notified via telephone, or by electronic means following a referral for a specified service/program. The referral will include the contact information for the child and family along with information from the outcome of the risk and needs assessment done by COUNTY as it pertains to therapy.

SERVICE PROVIDER shall notify COUNTY electronically within 1 week of the start service date and documentation of first face to face contact with youth and/or family from time of enrollment in the program;

SERVICE PROVIDER shall notify COUNTY electronically within 1 week of the end service date, reason for discharge and receive the discharge; and

SERVICE PROVIDER shall provide discharge summary within ten (10) business days following the client's last date of services.

Contract Effective Dates

The term of this contract shall commence on 12-20-2023 and shall automatically renew and extend for an additional one-year periods on the first day of December of each succeeding year unless County gives written notice to SERVICE PROVIDER not less than 30 days prior to the succeeding anniversary. This renewal and extension is subject to the availability of funds for the contract year and to the allocation of funds to meet the terms of this contract. Upon renewal and extension of this contract, all dates set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract.

The amount of payment may be modified by a written amendment agreed to by SERVICE PROVIDER and by the Chief Juvenile Probation Officer on an annual basis, subject to the approval of the Grayson County

Juvenile Board. Such modification of the payments due for services to be performed pursuant to a contract renewal shall be in writing and shall coincide with the annual renewal and extension of the contract.

Goals and Outputs

The County establishes the following goals, and outputs for the SERVICE PROVIDER:

GOAL	The SERVICE PROVIDER will establish a treatment plan that articulates the focus of treatment to be provided by SERVICE PROVIDER.
OUTPUT	The SERVICE PROVIDER will develop a treatment plan and will forward it to the COUNTY within thirty (30) days after the initial meeting with the juvenile and/or family.
GOAL	85% of juveniles receiving services will demonstrate positive progress toward treatment plan completion
OUTPUT	SERVICE PROVIDER will submit progress reports, within thirty (30) days after each meeting, detailing progress toward treatment plan.
OUTPUT	SERVICE PROVIDER will provide an overall positive progress toward treatment of all referred juveniles at the end of the contract period.

General Legal and Regulatory Compliance

SERVICE PROVIDER shall comply with all state and federal laws, regulations, standards, policies, and procedures applicable to service provider and provision of services.

The SERVICE PROVIDER shall keep all applicable certification and/or licenses current. SERVICE PROVIDER shall provide COUNTY with proof of current state license, certification, or other necessary regulatory permits, etc. A copy should be on file with the County on execution of this contract. This includes any subcontracted service provider/s/ under this contract. Additionally, proof shall be provided on an annual basis, regardless of the dates of renewal or the dates of this contract.

SERVICE PROVIDER shall provide professional credentials and licensing of staff as applicable.

SERVICE PROVIDER shall provide a copy of their liability insurance.

SERVICE PROVIDER shall notify COUNTY should any license be suspended or revoked.

SERVICE PROVIDER shall disclose any pending or initiated criminal or governmental investigations related to service provider (e.g., FBI, DOJ, TJJJ, etc.). This disclosure shall be made in writing.

Accounting, Reporting and Auditing Requirements

The County will monitor the SERVICE PROVIDER and exercise reasonable care to enforce all terms and conditions of this contract. SERVICE PROVIDER agrees to fully cooperate in the monitoring process.

SERVICE PROVIDER understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

SERVICE PROVIDER shall **certify eligibility to receive state funds** under Texas Family Code 231.006 regarding; No child support owing. Further, in accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five (25%) or more of SERVICE PROVIDER is not more than thirty (30) days delinquent in paying court ordered approved child support. Completion of TJJ-D-FIS-180 will satisfy this requirement. SERVICE PROVIDER fully acknowledges that this agreement may be terminated and payments may be withheld if this certification is inaccurate.

SERVICE PROVIDER shall be a **vendor in good standing** [i.e. not on "vendor hold"] with the Texas Comptroller of Public Accounts, if applicable.

SERVICE PROVIDER agrees to the use of Generally Accepted Accounting Principles (GAAP).

SERVICE PROVIDER is hereby notified that funds received in the provision of this contract may be in whole or in part funds issued by the State. The SERVICE PROVIDER will **account separately** for the receipt and expenditure of any and all funds paid to the SERVICE PROVIDER by the County.

SERVICE PROVIDER shall adhere to the following detailed billing process:

Payment for services will be made at the following rates:

SERVICE PROVIDER will bill each child's health insurance for reimbursement for covered services, and will honor each child's insurance benefits as in-network, including all variations of Medicaid, Medicare, Marketplace, Commercial, and Vision insurances, and will not balance bill any party.

For each uninsured juvenile encounter with SERVICE PROVIDER for eye care, ninety (\$90) dollars, and for each complete pair of warranted glasses made and dispensed, one hundred (\$100) dollars. All additional diagnostic tests, procedures, travel and non-covered services will be provided at no cost to the resident or facility.

SERVICE PROVIDER may waive up to all out-of-pocket costs for juveniles in the care of the COUNTY, so as to maintain sustainable eye care health services for the COUNTY.

Each billing should contain the child's name, a brief description of services provided and the rate at which services have been billed.

Billing for the above shall consist of a statement of the specific service. Billing should be submitted by the 10th of the month following services rendered. All required documentation must be received prior to payment for services. All services billed hereunder must be rendered within the contract period. Invoices for payment should be delivered to:

Grayson County Juvenile Services
Attn: Danna Nixon
86 Dyess
Denison, TX 75020

Or
nixond@co.grayson.tx.us

Once billing is received and reviewed for accuracy, the billing is submitted to the County Auditor for payment. Once received by the County Auditor, billing will be submitted to the next available Commissioner's Court with payment made upon approval.

Payment shall be made pursuant to Chapter 2251 Texas Government Code

Pursuant to Texas Government Code Section 2251.021 and this Amendment, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- (1) the date the governmental entity receives the goods under the contract;
- (2) the date the performance of the service under the contract is completed; or
- (3) the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.025 and this Amendment, A payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

- (1) one percent; and
- (2) the prime rate as 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.

Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment

Sec. 2251.027. PAYMENT OF INTEREST BY POLITICAL SUBDIVISION.

- (a) A political subdivision shall compute interest imposed on the political subdivision under this chapter.
- (b) The political subdivision shall pay the interest at the time payment is made on the principal.
- (c) The political subdivision shall submit the interest payment with the net amount due for the goods or service.
- (d) The political subdivision may not require a vendor to petition, bill, or wait an additional day to receive the interest due.
- (e) The political subdivision may not require a vendor or subcontractor to agree to waive the vendor's or subcontractor's right to interest under this chapter as a condition of the contract between the parties.

The SERVICE PROVIDER shall retain all applicable records for a minimum of **seven (7) years** following the closure of the most recent audit report and until any outstanding litigation, audit, or claim has been resolved.

The SERVICE PROVIDER shall establish a set of records that comply with the requirements of the TJJD contract and will allow access to any records necessary to monitor performance under this contract by the County, TJJD or any state or federal agency authorized to inspect the same.

Contract Non-Compliance and Termination Provisions

Termination: The COUNTY may terminate this Contract, or any portion thereof, as a result of the SERVICE PROVIDER's noncompliance or nonperformance with any covenant, assurance, term, or condition of this Contract, including documents incorporated herein by reference.

All licenses, legal certification, or inspections required for the services, facilities, equipment, or materials, must be complied with by the SERVICE PROVIDER. Failure to comply with this requirement shall be treated as a default.

Termination for Cause: The County shall have the right to terminate the contract for any reason including but not limited to: failure to provide required records, failure to complete assigned tasks in a timely manner, insufficient data to process pay requests, not meeting performance standards, and falsification of documents. The Director of Grayson County Juvenile Services as well as the Grayson County Juvenile Board are authorized to determine that a contract should be terminated for cause and to send a notice of termination of contract. Notice of termination will be given by mailing or by personal delivery or by email of written notice to the SERVICE PROVIDER not less than 15 days prior to the date that may be designated as the date of termination for cause.

Termination without Cause: This Contract may be terminated by either party upon sixty (60) calendar days' written notice to the other party of termination

Termination by Mutual Agreement: The COUNTY and the SERVICE PROVIDER may mutually agree in writing signed by both parties to terminate this Contract at any time.

Sanctions and Penalties: In the event of noncompliance or substandard compliance by the SERVICE PROVIDER, sanctions and penalties include but are not limited to withholding of payments either current or future, suspension of the contract, reduction of payment and termination. SERVICE PROVIDER may also be ineligible to receive future contracts.

Recovery of Costs of Services Rendered and Refund of Payments: In the event of default of the SERVICE PROVIDER, the County may cancel or suspend the contract and the SERVICE PROVIDER shall be entitled to recover for all services provided or materials delivered prior to the cancellation date (or unused materials may be returned) or shall repay any funds advanced for services not yet rendered.

Law and Venue: This contract will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Grayson County, Texas or the federal district courts in the Eastern District of Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

Miscellaneous Provisions:

Open Records: This contract shall be subject to the Texas Government Code Section 552.001 *et seq.*, (Open Records Act), as amended. If any provision in this agreement is in conflict with this Tex. Govt. Code, Section 552.001, the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Grayson County, its officers, and employees may request advice, decisions, and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act.

Limitation on the Right to Bring Action: The laws of the State of Texas, Texas Civil Practice and Remedies Code, Section 16.070, as amended shall govern limitations for the right of SERVICE PROVIDER to bring an action, regardless of form.

Claim for Future Revenue: Under Texas Law, a contract with a governmental entity that contains a claim against future revenues is void, thus any provision to the contrary is void.

Indemnification: It is understood and agreed that the County cannot enter into a contract whereby the County agrees to indemnify, or hold harmless any other party, thus any provision to the contrary is void.

Affirmative Action: The SERVICE PROVIDER will take affirmative action to ensure any and all applicants are employed and treated during employment without regard to their race, religion, color, sex, national origin, age or handicap.

Workplace Guidelines and Confidentiality: The SERVICE PROVIDER shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees, clients, staff, and juvenile referrals from the County.

No Person or Pecuniary Interest: No officer, member, or employee of the County or Grayson County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in the contract and the proceeds thereof.

No Discrimination: The SERVICE PROVIDER certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal State, local or other anti-discriminatory act, law, statute, or regulation and in the performance of this contract, will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age sex, color, national or ethical origin, handicap, or any other illegal discriminatory basis or criteria.

Space for Service: The County agrees to provide space at the Juvenile Services facility for evaluations as necessary and to provide executed releases of information.

No Subpoena Required for Testimony: Upon reasonable request from Grayson County Juvenile Services or the Grayson County Attorney's Office, Service Provider's employees and agents who have contact with juveniles and their families or who provide program services shall testify in court and shall NOT require a subpoena or fail to testify based upon lack of a subpoena, or residing, working, or otherwise being beyond the range of a subpoena.

SERVICE PROVIDER affirms that it is not: Engaged in business with Iran, Sudan, or foreign terrorist organizations or is listed on the Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization under Government Code Section 2252, Subchapter F.

Further, SERVICE PROVIDER verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Bruce Dawsey
Grayson County Judge

Date



SERVICE PROVIDER

12-20-2023

Date

Bruce Colton, of Bright Eyes Vision Clinic
Printed name of SERVICE PROVIDER

601 W FM 544, Ste 109

Address

Murphy, TX 75094

City, State, Zip

972-303-2020

Phone

Dr.colton.od@gmail.com

E-mail



**TEXAS JUVENILE JUSTICE DEPARTMENT
CHILD SUPPORT AFFIDAVIT**

TJJD-FIS-180

**TEXAS FAMILY CODE, SECTION 231.006
INELIGIBILITY TO RECEIVE STATE GRANTS, LOANS OR
RECEIVE PAYMENT ON STATE CONTRACTS**

A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services, or receive a state-funded grant or loan until:

1. All arrearages have been paid;
2. The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or
3. A court-ordered exemption has been granted.

CERTIFICATION STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

1. The contractor certifies that:

- The individual or partner, shareholder, or owner of the business entity **IS NOT** a parent that has been ordered by a Texas Court to pay child support under Title 5 of the Texas Family Code. OR
- The individual or partner, shareholder, or owner of the business entity **IS** a parent that has been ordered by a Texas Court to pay child support under Title 5 of the Texas Family Code.

2. The contractor identified below **IS NOT** a governmental entity or a nonprofit corporation and certifies to the following:

The contractor is: (check one):

- An individual or sole proprietor, or
- A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

3. The contractor certifies that the following is a complete list of the names and social security numbers of either (a) the individual or sole proprietor who is the contractor or (b) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity:

Printed Name: Bruce Colton

Social Security Number: 620-30-4861 Percent Ownership: 100%


Printed Name: n/a

Social Security Number: _____ Percent Ownership: _____


Printed Name: n/a

Social Security Number: _____ Percent Ownership: _____

SIGNED this _____ day of _____, 20_____.



Signature of Contractor



Signature Authorized Representative

Bruce Colton

Printed Name

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 20_____.

Notary Public, State of Texas
Notary's Printed Name

My Commission Expires: _____