

Requirements for Approved Service Providers (RASP)

In consideration of eligibility to receive referrals from Dallas County Community Supervision and Corrections Department (DCCSCD) for provision of services to offenders,

Name of Service Provider

herein referred to as Service Provider, agrees to the following requirements and stipulations:

Services Approved :

Outpatient Services:

- Supportive Outpatient Program (SOP)
- Intensive Outpatient Program (IOP)
 - Dual Diagnosis Outpatient Treatment (specialty designation)
 - Spanish-Speaking Outpatient Treatment (specialty designation)

Certified Education Classes:

- Drug Offender Education (TDLR)
- Minor In Possession (TDLR)
- DWI Education (TDLR)
- DWI Intervention (TDLR)

Non -Certified Education Classes:

- Life Skills
- Parenting

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Theft Intervention (Anti-Theft)

Marijuana Education

- **Please note, as always, the adequacy or acceptance of evaluations or assessments performed by a service provider are completely at the discretion of the Courts. Nevertheless, the Vetting Committee reserves the right to review evaluations as part of a service provider's referral status and cease referral eligibility for those providers with complaints, performance, or quality issues.**

Purpose of Agreement:

The following requirements and stipulations are set forth to clarify and establish fair, uniform and effective standards in the provision of outpatient treatment and education services and to ensure ethical and quality services for all persons referred by DCCSCD officers per orders of the Court. Participation in this process is completely voluntary and referrals are in no way guaranteed. **Courts, judges, attorneys and other departments can and shall continue to refer and utilize service providers at their discretion;** however, when referrals are made as part of a DCCSCD officer's duties, the officer shall make referrals to service providers with whom the department has written agreements.

Duration of Agreement:

This agreement takes effect upon signatures by both the service provider and DCCSCD. This agreement will auto renew each year unless terminated upon receipt of written notice by either party.

Allocation of Cost:

All services described in this agreement are entirely self- paid by the client. **Dallas County CSCD is not responsible for any financial payments whatsoever.**

Service Providers assume full responsibility for any costs associated with these services. It is solely the service provider's responsibility to collect fees for these services from the clients.

Requirements:

In addition to complying with all elements of this agreement, and with all state and federal licensure standards, the service provider shall also abide by all applicable specific program standards required by DCCSCD per the Specific Program Standards as specified in Attachments A, B and C.

1. No contractual relationship exists between DCCSCD and the provider for services enumerated above. The existence of a contract between DCCSCD and the provider for other specific services shall have no effect on the requirements established in this document.

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Referral of offenders to the service provider by DCCSCD is entirely discretionary on the part of DCCSCD. Eligibility for referrals from Dallas County CSCD is on an **at will basis**. This means that DCCSCD listed providers are not employees, and are free to cease being a provider at any time, for any reason or no reason, without contractual obligation. Likewise, the DCCSCD is free to terminate a provider's listing at any time, for any reason, or for no reason, without contractual obligation. Providers have no property interest in their relationship with the department. Both the provider and DCCSCD may terminate this agreement at any time without cause upon delivery of written notice to the other party.

This document and the provisions contained in it are intended only as guidelines, and should not be understood to create a contract of employment or any property interest in employment. No agreement or promise regarding a provider's approved status is binding on the DCCSCD. The provisions in this document supersede any conflicting statements made by management, and the DCCSCD has the right to change the provisions of this document at any time, without prior notice.

By signing this document the provider for services acknowledges that compliance with the requirements of approved service providers does nothing more than determine its eligibility to receive referrals from the DCCSCD. The service provider acknowledges:

1. That it has no expectation of receiving any referrals from DCCSCD staff;
 - a. That DCCSCD is not responsible for lost revenue or any other business loss in the event the service provider does not receive referrals from DCCSCD staff for any reason;
 - b. The DCCSCD Director is the final authority in decisions to approve, not approve, or remove a service provider from the approved list of DCCSCD service providers.
2. All prospective service providers must comply with DCCSCD Vetting Process in order to be listed for referral consideration from DCCSCD officers.
3. A service provider shall not use any employee who has been determined by DCCSCD for any reason, to be inappropriate, for any service provided to any offender.
4. A service provider must maintain a fixed physical address in which they conduct their programs and secure client records onsite. This location cannot be a private residence or a temporary location such as a business or hotel conference room. Multiple locations are acceptable if they all meet these requirements.
5. A service provider must post in view of all participants the applicable licenses of all professional staff and the facility/agency.

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6. A service provider must maintain a telephone number at which DCCSCD staff and/or probationers can contact them during DCCSCD operating hours. Voice mails left at this number must be returned by the service provider within three (3) business days of receipt.
7. A service provider must provide a probationer a written receipt for each payment made to the provider by the probationer.
8. A service provider must attempt to ascertain the identity of any probationer attending programs at their agency at the time of initial intake through the best available means (photo ID, etc.).
9. The service provider agrees to maintain all records for referred clients. The service provider agrees to provide DCCSCD access to all records of referred clients upon request. All records, including certificates, must be maintained for five (5) years.
10. No offender referred by DCCSCD to the service provider for a specific program may be referred to another service provider or to another program within their agency without first obtaining prior permission from the supervising officer.
11. The service provider shall have a proper release of information signed by the offender to allow the provider to communicate evaluations, treatment plans and progress status with DCCSCD staff.
12. The service provider shall provide Monthly Progress Reports to the community supervision officer (CSO) by the 10th day of the following month for all services. The service provider SHALL NOT withhold Progress Reports to CSOs contingent upon payment of fees.
13. If an offender fails to attend any appointment, the service provider shall contact the CSO within three (3) business days; and subsequently advise the CSO of any rescheduled appointment.
14. The service provider must provide the supervising CSO a copy of the initial treatment or program plan signed by the offender and the service provider. Those programs not required to develop a treatment plan must provide documentation of the service provider's contractual expectations of the offender. The program plan must include an outline, expectations, and requirements for completion (including payment and time frames). Any modifications to the plan that extends the length of program or changes requirements or modality of services must be staffed with the supervising officer in advance.
15. The service provider shall notify the supervision officer of any and all program non-compliance violations, e.g., failure to complete course requirements, missed appointments, failure to participate, or incidents occurring during the course of the program, within three (3) working days of the occurrence, along with written notification of any sanctions imposed.

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16. The service provider shall not terminate an offender from a program (for non-compliance reasons) without utilizing the staffing process by phone or in person. The service provider shall notify the CSO within three (3) business days of any termination for non-compliance after completing the staffing process with the CSO via phone, person, or mail.
17. The DCCSCD Supervision Officer assigned to supervise the offender shall retain responsibility for decisions affecting the offender's status.
18. Service Provider shall:
 - a. Respond to all CSO requests for reports within three (3) business days, unless requested sooner by the CSO or Court.
 - b. Provide the offender with the appropriate documentation upon completion of the program. If any fee balance remains due, an administrative letter indicating the amount due and any relevant information will be considered appropriate.
 - c. Testify in court when requested by the court, DCCSCD, or the District Attorney's office. No remuneration for such testimony, such as travel time or hourly wages, shall be paid by DCCSCD.
 - d. Participate in any surveys, studies, or evaluations developed for the purpose of program evaluation by DCCSCD or contracted parties of DCCSCD.
 - e. Provide to DCCSCD annually, or as they occur, updated licenses/certifications, or licenses/certifications of new employees (including contract employees) providing topical curriculum outlines, and any modifications to programs and/or agency operations which may materially affect service delivery. Provide to DCCSCD any citations received from state licensing agencies.
19. The DCCSCD shall have the right to perform case reviews on service provider case files pertaining to offenders referred by DCCSCD to the service provider, to verify appropriate documentation and compliance with offender needs.
20. This document does not affect the responsibilities or authority of licensing and regulatory authorities.
21. Service Provider shall permit DCCSCD employees so authorized by the Director, to visit without advance notice and observe programs of the Service Provider. It shall be the responsibility of the service provider to inform non-DCCSCD-referred clients that such visits/observations may occur, and to secure from these clients appropriate permission.
22. Service Provider shall use non-licensed personnel (paid or unpaid) for direct therapeutic interaction with offenders only if such personnel are currently active in a certified scholastic or state-sanctioned certification or licensing program which requires such interaction as part of the certification/licensure program. These non-licensed personnel

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must conform to all state and school guidelines for supervision by the mentoring agency (service provider) at the time they are providing interaction with the offender. Service provider must supply documentation showing that such personnel are involved in such a program. These personnel are also bound by all conditions set forth in this document.

23. Service Provider agrees to maintain signature logs for all services performed. The log must contain a description of the specific service performed, the start and end time of each session time, the date of service, and must be signed by the counselor/instructor as well as the client. Signature logs for all services must be maintained for a minimum of five (5) years from date of client admission.
24. The service provider agrees to conduct pre-employment and annual criminal background checks on all employees, contractors and volunteers having direct client with clients or access to client records. The results of the criminal background checks must be available for DCCSCD review and must ensure that all employees, contractors and volunteers meet the following criminal background requirements:
 - a. No Felony convictions (including Deferred Adjudication cases) within the past five (5) years or supervision for any Felony cases through a Community Supervision and Corrections Department within that timeframe.
 - b. No Class B Misdemeanor convictions or above (including Deferred adjudication cases) within the past two (2) years or supervision for any Misdemeanor cases through a Community Supervision and Corrections Department (including parole) within that timeframe.
 - c. No history of any Texas Penal Code Title 5 offenses- Offenses against the Person including sex offenses.
 - d. Immediate notification of DCCSCD upon arrest of any employees or staff for offenses above a Class C Misdemeanor.
25. Service Provider agrees to uphold and maintain the safety and security of minors at their facility by ensuring appropriate supervision of children in waiting areas, bathrooms and other areas in the facility. The service provider further agrees to alert nearby schools, daycares or businesses of risks associated with referred criminal justice populations.
26. All service providers will be required to collect and report aggregate data for all clients referred by DCCSCD. This data should be organized in a spreadsheet format and e-mailed to the department within 30 days of request. The data will include, at a minimum, the number of clients referred for services, the number of clients completing services, the number of clients failing to complete service and reason for discharge. Additional specific information may be required for some services (see Attachments A, B and C).

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27. The service provider shall abide by and uphold confidentiality and privacy standards according to federal, state and local laws and statutes.
28. Service Provider agrees to obtain approval through DCCSCD Division Managers for all marketing and solicitation efforts involving DCCSCD officers. DCCSCD does not permit unscheduled marketing visits and does not allow e-mail marketing to officers.
29. Service Provider shall provide an adequate plan of insurance that provides: (1) coverage to protect DCCSCD and the State against all claims, including claims based on violations of civil rights arising and from the services performed by Service Provider; (2) coverage to protect the State from actions by a third party against Service Provider or any subcontractor of Service Provider as a result hereof, and (3) coverage to protect the State from actions by officers, employees, or agents of Service Provider or any subcontractor(s). Service Provider shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DCCSCD, the State and Service Provider with the amounts and coverage's as required by law, in accordance with the following:
 - a. Claims that may arise out of or result from Service Provider's actions operations hereunder, whether such actions/operations are by Service Provider or by a subcontractor of Service Provider, or by anyone directly or indirectly employed by or acting on behalf of Service Provider or a subcontractor where liability may arise for: Claims under workers compensation disability benefit, and other similar employee benefit actions;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of any Service Provider employees;
 - c. Claims for damages because of bodily injury, sickness or disease or death of any Person other than Service Provider employees;
 - d. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by Service Provider, or by (b) any other Person;
 - e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from;
 - f. Claims for damages based on violations of civil rights;
 - g. Claims for damages arising from fire and lightning and other casualties.
30. All Service Providers are at all times and at their own expense required to keep in full force and effect, comprehensive general liability coverage with minimum limits of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) on account of bodily

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injuries to, or death of one person (each occurrence) and a General Aggregate of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) for any one (1) occurrence.

31. Certifications/policies of insurance shall be filed with DCCSCD prior to execution of this RASP. Service Provider shall notify DCCSCD within fifteen (15) days of cancellation of any policy required herein.
32. Compliance with the foregoing insurance requirements shall not relieve Service Provider from any liability under the indemnity provisions.
33. Service Provider shall indemnify and save the DCCSCD, the Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of Service Provider in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of Service Provider, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, Service Provider, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DCCSCD, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.
34. Service Provider agrees to uphold and maintain all standards set for by Dallas County CSCD as per this RASP as well as the specific applicable service standards set forth in Attachment A, Attachment B, and Attachment C.
35. Service Provider agrees to maintain ALL of the following documents onsite for review by DCCSCD. Service Provider understands and agrees that failure to maintain or keep these records available and updated will result in removal from referral lists at DCCSCD.
 - Copy of Agency Insurance Policies
 - Copy of Certificate of Occupancy for any new service sites
 - Copy of Staff Licenses/Certifications
 - Copy of Agency Licenses and Certifications
 - Evidence of initial and annual criminal background checks on all employees, volunteers and contractors

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36. Service provider understands and agrees that violations of licensing and/or certification standards will be reported to appropriate regulatory authorities. Service Provider further understands and agrees that serious ethical issues, such as inappropriate or dual relationships with offenders, may result in permanent removal from referral consideration by the department. Service Provider further understands and agrees that cases involving fraud or exploitation may be turned over to the District Attorney's Office for review.
37. Service provider shall provide services for fees clearly specified and fully delineated to the client in advance of those services. In no cases shall there be any type of bartering arrangement between the provider and the referred probationers.

I/We have reviewed the above requirements and standards set forth in this RASP and agree to abide by them.

Authorized Signature
Service Provider

Date

Authorized Signature
DCCSCD

Date