



**Judicial District of Tarrant County, Texas
Community Supervision and Corrections Department of Tarrant County
200 W. Belknap, Fort Worth, Texas 76196-0255 817-884-1600**

**TOM PLUMLEE
DIRECTOR**

April 1, 2008

**To: CSCD Approved Service Providers
From: Tom Plumlee, Director
Subject: Revised Agreement**

The Community Supervision and Corrections Department has revised the current "Memorandum of Understanding" to which you agreed and signed, in order to receive referrals for provision of services to CSCD-supervised offenders. The new document, "Requirements of Approved Service Providers" will replace, and effective upon signature, supersede any other agreement.

Please review "Requirements of Approved Service Providers"; and if you wish to continue providing offender services from CSCD referrals, sign, date and return the agreement to me by May 2, 2008.

Thank you.

TP/cw

enclosure

REQUIREMENTS OF APPROVED SERVICE PROVIDERS

In consideration of eligibility to receive referrals from Community Supervision and Corrections Department (CSCD) for provision of _____ services to offenders, _____ agrees to the following requirements and stipulations:

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

Referral of offenders to the service provider by CSCD is entirely discretionary on the part of CSCD. Becoming an approved provider for Tarrant County CSCD is on an **at will basis**. This means that CSCD approved 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 CSCD is free to terminate a provider's approved status at any time, for any reason, or for no reason, without contractual obligation. Providers have no property interest in their relationship with the department.

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 CSCD. The provisions in this document supersede any conflicting statements made by management, and the CSCD 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 CSCD. The service provider acknowledges:

- a) That it has no expectation of receiving any referrals from CSCD staff;
 - b) That CSCD is not responsible for lost revenue or any other business loss in the event the service provider does not receive referrals from CSCD staff for any reason;
 - c) The CSCD Director is the final authority in decisions to approve, not approve, or remove a service provider from the approved list of CSCD service providers.
2. All prospective service providers must submit to CSCD approved process in order to be eligible to receive referrals and provide services to offenders.

3. No offender referred by CSCD to the service provider may be referred to another service provider without first obtaining prior permission from the Director of CSCD or his designee.
4. A service provider shall not use any employee who has been determined by CSCD for any reason, to be inappropriate, for any contact with or service provided to any offender referred by CSCD.
5. The service provider shall have a proper release of information signed by the offender to allow the provider to communicate with CSCD staff.
6. The service provider shall abide by all specific program standards required by CSCD.
7. The service provider shall provide regular updates of offender information to the supervision officer (SO) at least once per month.
8. If an offender fails to attend any appointment, the service provider shall contact the SO within three business days; and subsequently advise the SO of any rescheduled appointment.
9. The service provider must provide the supervising SO a copy of the initial program plan signed by the offender and the service provider. Those programs not required to develop a 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 SO in advance.
10. 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 working days of the occurrence, along with written notification of any sanctions imposed.
11. 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 SO within one week of any termination for non-compliance after completing the staffing process with the SO via phone, person, or mail.
12. The CSCD Supervision Officer assigned to supervise the offender shall retain responsibility for decisions affecting the offender's status.
13. Service Provider shall:
 1. Respond to all SO requests for reports for the courts within five workdays, unless requested sooner by the court.

2. 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.
 3. Testify in court when requested by the court, CSCD, or the District Attorney's office. No remuneration for such testimony, such as travel time or hourly wages, shall be paid by CSCD.
 4. Participate in any jointly approved surveys, exit surveys, studies, or evaluations developed for the purpose of program evaluation.
 5. Provide to CSCD 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.
14. The service provider shall provide a monthly update ("Progress Summary Report") to the SO by the 10th day of the following month.
 15. Each service provider shall provide to CSCD a "Quality Control Plan" to assure quality casework and documentation.
 16. The CSCD shall have the right to perform case reviews on service provider case files pertaining to offenders referred by CSCD to the service provider, to verify appropriate documentation and compliance with offender needs.
 17. This document does not affect the responsibilities or authority of licensing and regulatory authorities.
 18. Service Provider shall permit CSCD employees so authorized by the Director, to visit without advance notice and observe programs of the Service Provider. Such visits/observations may be performed for group education, counseling, and treatment sessions only. It shall be the responsibility of the service provider to inform non-CSCD-referred clients that such visits/observations may occur, and to secure from these clients appropriate releases of information.
 19. The 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 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.

20. The service provider agrees to abide by all applicable federal and Texas statutes and regulations pertaining to the confidentiality of the records of offenders referred by CSCD.

I/We have reviewed the above requirements and stipulations, and agree to abide by them.

Agency

Authorized Signature of Representative

Printed Name of Representative

Date