

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Service Contract
C-12-131-00-00

THIS AGREEMENT is made effective the ____ day of ____, 2012, by and between Hidalgo County, Texas on behalf of the **JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER, (“the Department”)** and ____, (hereinafter “Agency”) to service at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with Agency to provide the services necessary to act as a provider of services (“the Services”) for “Alternative To Out Of Home Placement Program” for the “Wrap Around Program” as stated in the Request for Proposals, a copy of which is attached as Exhibit A hereto, for the youth probationers served by Department (the “Clients”); and

WHEREAS, Agency has agreed to provide the services hereinafter enumerated for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Agency agree as follows:

1. Agency agrees to provide to Department and its Clients the services required for Alternative to Out Of Home Placement Program utilizing the “Wrap Around Program” including but not limited to:
 - a) A mix of culturally competent services that wrap the youth and family with services to increase chances of maintaining success in their communities.
 - b) Program for six (6) to twelve (12) months of service.
 - c) Service delivery will include a combination of immediate intervention, comprehensive assessments, advocacy, crisis stabilization, case management, skill building services, therapeutic support services, Youth and Family Service Planning, discharge planning and aftercare.
 - d) Culturally Competent Services- Agency shall develop and provide a program in a culturally competent manner to youth and their families. Culturally sensitive programming includes *Cultural Competency*

Training, Recruitment and Employment of Multiracial Staff, Culturally Appropriate Materials and Information, Culturally Competent Resources and Activities.

- e) Immediate Intervention Response within 24 -48 hours – Agency shall conduct an initial meeting at family’s home, placement facility or other appropriate location within 24 – 48 hours of receipt of referral; If there is a need for a quicker response time due to court orders or detention situation, arrangements will be made to respond within 2 hours and meet youth and family at court or the detention facility.
- f) 24 hour Crisis Intervention and Safety Planning – Agency shall provide crisis intervention and safety planning 7 days per week, 24 hours per day, and 365 days per year.
- g) Comprehensive Assessments – Agency shall provide a general assessment which will identify strengths/needs and status in multiple domains including: education, safety issues in the home and community, family, self, and psychosocial needs. Additional areas of assessment include the following:
 - *Placement and/or housing needs;*
 - *Supportive family and community ties;*
 - *Peer network and support;*
 - *Delinquency history;*
 - *Substance use and/or abuse;*
 - *Mental and physical health status;*
 - *Economic status;*
 - *Individual strengths;*
 - *Talents and interests; and*
 - *Detailed family history, including family strengths, relationships, and challenges.*
- h) Youth and Family Support Teams- In line with the wrap around approach, Agency shall develop and provide youth and family support teams to include the client and family, service providers and natural supports to ensure that all vested individuals and organizations have a part in the success of the youth in maintaining in the community.
- i) Youth and Family Team Service Planning – Agency shall develop and provide a Youth and Family Team Service Planning using a collaborative process driven by the perspective of the family. The Team shall include the youth and family as well as a mix of professional supports, natural supports, and community members. The Service Plan shall be based on the strengths and culture of the youth and their family, and ensure that the process is ***driven by the needs of the family.***
- j) Youth and Family Team Service Plan Reviews – The service plan of Agency will be updated a minimum of once a month for the length of the program. The full Youth and Family Support Team is expected to participate.
- k) Flexible Service Hours – Agency will provide sufficient flexible staffing required ensuring that services are available to families during non-traditional work hours and weekends.
- l) Case management and Care Coordination – The Agency will serve as the single point of contact for youth and families served by the program. Case managers of Agency will act as wrap around services coordinators, facilitators and advocates working with the family, community, and collaborating agencies, to discover family strengths, set goals, determine major needs, and

develop strength-based options for the family. As facilitators, the Case managers will also ensure all services are put in place and coordinated, and will monitor treatment outcomes. The Agency will be responsible for the management and continuity of care including the following:

- *Facilitating the development, review, and evaluation of the Youth and Family Service Plan based on the youth's and family's strengths-based assessment and culture;*
- *Developing and advocating for provision of services and resources needed by the youth and family, but that may not be currently available to the family;*
- *Linking youth and family to identified needed services;*
- *Checking with the youth and family to ensure that formal and informal support systems are functioning properly;*
- *Monitoring service needs and ensuring positive family, social, education, and health outcomes for enrolled youth;*
- *Coordinating of case planning and services with the probation department and all involved public and private community partners to ensure awareness of youth services, milestones, or discharges; and*
- *Empowering families to build upon their strengths and culture to develop new competencies – identifying how strengths and family culture will be used to meet needs and reach goals.*

- m) Therapeutic Support for youth and families - The therapeutic support program component will provide assessment, crisis stabilization and safety planning as well as family and/or individual counseling as needed. If it is assessed that the need for therapeutic services is extensive, then this service need might be addressed by referring and linking the youth and family to a local provider.
- n) Youth Skill Development Groups – Group sessions should address the youth's progress in the program as well as address a variety of treatment and development issues such as anger management, impulse control, adolescent sexuality, job readiness skills, problem solving, making appropriate decisions and other issues pertinent to the youth. Whenever possible parents or guardians will be requested to participate in the "Strengthening Family Program" Groups.
- o) Monitoring/Supervision – provide accountability of the youth and ensure public safety through frequent face to face and telephone contacts depending on the youth's risk level.
- p) Education Advocacy and Support – If the youth is not in school, the Case managers will assist the youth in enrolling in their local school or most appropriate educational program and shall also assist the youth to locate tutoring, mentoring, and/or after school programs that will support the youth in meeting their academic goals.
- q) Discharge Planning – The Youth and Family Support Team will create a Discharge Plan that will address the status of the Youth and Family Service Plan goals. The Discharge plan will highlight the areas of improvement as identified by the youth and family. The Team will provide specific actions to ensure that the noted improvements can be sustained. In addition, the family will be provided with a list of resources that they may access without required involvement from the

Agency and the probation department.

- r) Aftercare – Staff of the Agency will remain informally accessible to the youth and family for one (1) month after the client and family have been discharged in efforts to provide continuity of care and respond to questions or concerns. The staff of Agency will contact the client and family 30 days after being discharged. Aftercare may include referring participants to appropriate support services and agencies, including child care, youth and family counseling, employment agencies, parenting educations, housing assistance, substance abuse treatment, and benefit assessment agencies.
- s) Data Driven Programming – Agency shall track outcomes and performance measures to ensure that the program is being effective. Comprehensive data management system is required to generate reports to measure selected target outcomes.

All records, notes and/or reports created by and relating to services provided under this Contract shall be retained for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agrees to provide Department, the Texas Juvenile Justice Department, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client.

2. Agency represents that it employs “Licensed, Certified Personnel/Staffing” licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked; this Contract shall automatically be terminated as to such and shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Agency certifies is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Agency shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Justice Department. In addition,

Agency shall permit Department and the Texas Juvenile Justice Department to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Agency shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Agency shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Agency and for Clients, inmates, patients and/or residents served by Agency.

5. As consideration for the above and forgoing, Agency shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the schedule of fees proposed by Agency attached as Exhibit B hereto. Upon receipt of said statement, Department shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Agency when state funds are used to pay for services. Agency will account separately for the receipt and expenditure of state funds received from Department. Agency will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Agency under this Contract. In any event, Agency agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Agency must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Agency under this Contract. Notwithstanding the foregoing sentence, Agency represents

and maintains that it is an independent Agency and is not an employee of Department, Hidalgo County, Texas, or any thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Agency agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

8. Department hereby notifies Agency that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Agency agrees to provide liability insurance covering its activities in providing the Services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Hidalgo County a certificate issued of Insurance by the professional liability insurance insurer that such insurances are in full force and effect. In addition, Agency agrees to hold Hidalgo County harmless for any and all claims arising out of any activity conducted by Agency in providing services under this Contract.

10. Except as otherwise herein provided, Agency may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. The Term of this contract will be for a period of one year (1) unless earlier terminated as provided herein commencing upon Hidalgo County Commissioners' Court final approval, and may be extended at the sole discretion of County for two (2) additional one (1) year terms. Hidalgo County

reserves the right to continue this proposal for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new proposal for next contract term, under the same rates, terms and conditions.

12. Agency agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Justice Department, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Agency if Agency is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Agency. If required by the Texas Juvenile Justice Department, Department will complete and Agency will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Justice Department Private Service Provider Contractual Monitoring and Evaluation Report to monitor Agency's compliance with contractual requirements. If Agency fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Agency

fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Agency.

15. No waive by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Agency, and not otherwise.

17. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall in writing and shall either be (i) personally delivered against written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Department:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to County:

Hidalgo County, Texas
Attention: Judge Ramon Garcia
1615 So. Closner, Ste. J
Edinburg, Texas 78539

If to Agency: _____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed, at such time as it is deposited in the United States mail.

19. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

20. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

22. The execution and performance of this Contract by Department and Agency have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Agency in accordance with its terms.

23. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

24. Department may terminate this Contract without cause on thirty (30) days written notice to Agency.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY: _____ DATE: _____

Israel "Buddy Silva, Jr.", Director and Chief Juvenile Probation

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY: _____ DATE: _____

Hon. Mario E. Ramirez, Jr., 332nd District Court Juvenile Department Overseer

AGENCY:

BY: _____ DATE: _____

