

STATE OF TEXAS §

**CONTRACT FOR  
RESIDENTIAL SERVICES**

COUNTY OF DUVAL §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN DUVAL COUNTY, TEXAS  
AND THE COUNTY OF HIDALGO COUNTY, TEXAS**

This Agreement is entered into by and between Duval County, Texas, acting by and through the Duval County Juvenile Board (collectively sometimes referred and to as “Duval” “Juvenile Detention Center” or “Services Provider”) and Hidalgo County, Texas acting by and through the Hidalgo County Juvenile Probation Department (referred to as “Juvenile Probation”) and pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, Duval through its Judge Ricardo H. Garcia Regional Detention Facility (the “Judge Ricardo H. Garcia Regional Juvenile Detention Facility”) is licensed to provide child care services by the Texas Department of Family and Protective Services, Texas Department of State Health Services, Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over this facility;

WHEREAS, the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** is designed to be a certified juvenile facility as defined by Article 52.12(a)(3) of the Texas Family Code; and

WHEREAS, the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** has been inspected and certified as being suitable for the detention of juveniles as provided by Section 51.12 (c) of the Texas Family Code and has certified compliance as required by Section 51.12 (c); and

WHEREAS, **CONTRACTOR** desires to employ **DUVAL COUNTY** to provide services for such of **CONTRACTORs** accused children as may be necessary in order to protect the accused child or to protect the public from harm by Court Ordered Detention at the **Judge Ricardo H. Garcia Regional Juvenile Detention Facility** in accordance with Section 54.01 of the Texas Family Code and whereas, **DUVAL COUNTY** desires to maintain juveniles in detention only as allowed by law.

**ARTICLE I  
PURPOSE**

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with residential care for children alleged or adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider and is located at 4998 FM Rd 1329, San Diego, TX 78384. The business office address of Service Provider is P.O. Drawer 989, San Diego, TX 78384.

**ARTICLE II  
TERM**

- 2.01 The term of this Agreement is for 12 months, commencing September 1, 2016, and ending August 31, 2017. It shall be automatically renewed for one year terms thereafter, commencing September 1<sup>st</sup> 2017 and ending August 31, 2018 unless one party notifies

the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

- 2.02 The terms of this Agreement shall be extended until such time as all services which have been requested by Juvenile Probation, and are pending on the termination date in section 2.01 above, have been performed.

### ARTICLE III SERVICES

- 3.01 Service Provider will provide the appropriate levels of service as defined below:

A. Basic Level

1. Adequate functioning in all developmental and/or environmental areas; there may be transient difficulties, “every-day” worries, and occasional misbehavior, but would be regarded as a normal child; responds to “normal” discipline. The caregiver provides a routine home environment with guidance and supervision to meet the needs of the child; or
2. No more than occasional problems in functioning in any area; some acting out behavior in response to life stresses, but those are brief and transient, minimally disturbing to others, and not considered deviant by those who know the child. The caregiver provides a routine home environment with supplemental guidance and discipline to meet the needs of the child.

B. Moderate Level

1. Frequent or repetitive minor problems in one or more areas; may engage in non-violent antisocial acts, but is capable of meaningful interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or
2. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by professional staff.

A. Specialized Level

1. Severe problems; unable to function in multiple areas; sometimes willing to cooperate when prompted or instructed; but may lack motivation or ability to participate in personal care or social activities or is severely impaired in reality testing or in communications; may exhibit persistent or unpredictable aggression, be markedly withdrawn and isolated due to either mood or thought disturbance, or make suicidal attempts; presents a moderate to severe risk of causing harm to self or others; requires 24-hour supervision by multiple staff in limited access setting.

D. Intense Level

- a. Very severe impairment(s), disability or needs; consistently unable or unwilling to cooperate in own care; may be severely aggressive or exhibit self-destructive behavior or grossly impaired in reality testing, communication, cognition, affect, or personal hygiene; may present severe to critical risk of causing serious harm to self or others; needs constant

supervision (24-hour care) with maximum staffing, in a highly structured setting.

E. Emergency Shelter

1. Provide twenty-four (24) hour care and supervision for those children requiring an alternative to an undesirable, unwholesome or dangerous living arrangement or as an alternative to secure detention on an emergency basis pending resolution of existing conflicts or installation into an appropriate long-term living arrangement.

3.02 Service Provider will perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, allowances, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous, as ordered by Juvenile Probation.
- B. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian.
- C. Initiate and document meetings and attempted meetings among Service Provider, Juvenile Probation staff and contracted children for the purpose of justifying continued placement. Justification will be done at a minimum of every ninety (90) days. A copy of the placement justification will be submitted to the Residential Services Supervisor within ten (10) working days.
- D. Ensure that the child's parent(s) or legal guardian(s), Juvenile Probation, and specifically the Residential Services Supervisor are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After normal working hours, the Juvenile Detention Center will be notified as well as the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- E. Provide to Juvenile Probation's Residential Services Supervisor a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said Individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Residential Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Program Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members

will be involved in the program plan to assist in preventing or controlling the child's objectionable behavior.

- G. Maintain copies of the original Individualized Program Plan and the periodic reviews.
- H. Provide the Residential Services Supervisor with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- I. Document and maintain records of all goods and services provided to contracted children. These records shall contain, but are not limited to: hours of service provided, number of children served, average length of stay per client, total hours of counseling or treatment provided. These records shall be made available to Juvenile Probation for periodic inspection.
- J. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- K. Any and all medical/psychiatric treatment required to meet the needs of the child, as well as clothing, or other expenses not provided for in Service Provider's program, shall be the sole responsibility of said child's parent(s), guardian(s) or court ordered appointed conservator, to be paid by either personal payment, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

#### ARTICLE IV EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
    - 1. Ensure children complete residential placement.
    - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.
    - 3. Ensure children move down in their Level of Care as they progress in the treatment program.
  - B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
    - 1. The total number of children placed in residential placement.
    - 2. The total number of children who were discharged from residential placement successfully.

3. The total number of re-referrals of children discharged from placements within six (6) months after release.
  4. The total number of children who move down in their Level of Care.
  5. The average length of time before a child moves down in the Level of Care.
- C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
1. Percentage of children in residential placement who will complete their placement as a successful discharge.
  2. Percentage of children who have completed placement and not re-referrals within six (6) months after release.
  3. Percentage of children who move down in their Level of Care.
- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

#### ARTICLE V COMPENSATION

- 5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider not more than the per diem rates based upon the Level of Care provided, in accordance with schedule of rates set by the Texas Health and Human Services Commission as currently effective or subsequently amended. Those rates as currently effective are as set forth in Exhibit A, attached hereto and incorporated herein.
- 5.02 The above fee will be paid only for those children specifically authorized to be placed by Juvenile Probation through its Fiscal Officer or other designated official. This fee shall include residential care and a minimum of one group or individual counseling session per month. In no event will the per diem rate exceed that specified for the Level of Care provided. It is understood that the Level of Care provided by Service Provider will be reduced to a lower Level of Care as soon as such reduction is deemed practical by Service Provider, based upon improvements in the child's attitude and behavior.
- 5.03 Service Provider has an affirmative duty to lower the Level of Care when it is practical to do so. Juvenile Probation, and/or its representative may at any time make such inspection of records and interview both the child and employees of Service Provider to determine if the child is at a Level of Care necessary to meet the child's treatment and service needs. If Juvenile Probation determines that the appropriate Level of Care should be or should have been lower, Service Provider shall lower such level. Service Provider shall remit to Juvenile Probation the difference from the amount paid and the amount that should have been paid, if the child had been placed at the appropriate level from the date the child's level should have been lowered, unless Service Provider can show why such a step down was not practical. If a child enters and exits a program where he has resided for a minimum of 120 days and does not move to a lower level, except those who enter at Basic Level, it will be presumed that the child was not successfully discharged from the

program as set forth in the program measures. Service Provider shall fully cooperate in these efforts.

- 5.04 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: hours worked, to be attributed to specific clients if appropriate, date service was rendered, hourly rate, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.05 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) and SID numbers of the parties receiving the services, the dates and times services were provided and such other information deemed necessary for adequate fiscal control.
- 5.06 In order to avoid duplicate payments for children being transferred to another child care agency under contract with Juvenile Probation, the receiving agency will bill Juvenile Probation on the day the child is transferred into the program; the releasing agency will not bill Juvenile Probation for the last day of care.
- 5.07 Services which are not directly addressed by this Agreement must be submitted for approval with associated billing for reimbursement from Juvenile Probation.
- 5.08 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 5.09 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

## ARTICLE VI

### EXAMINATION OF PROGRAM AND RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site

visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.

- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- 6.03 For purposes of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to an authorized representative of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 6.04 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.05 Service Provider understands that acceptance of funds under this Agreement 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. Service Provider 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. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

## ARTICLE VII

### CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

## ARTICLE VIII

### DUTY TO REPORT

- 8.01 Allegations Occurring Inside the Juvenile System. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:

- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:

1. Local law enforcement agency (not required for serious incidents); and
  2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
  3. With respect to juveniles placed by **Hidalgo County** Juvenile Probation Department, the TJJD Incident Report Form must also be sent to **Hidalgo County** Juvenile Probation Department at facsimile number 956-318-2950.
- B. For allegations and incidents of sexual abuse or serious physical abuse:
1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
  2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and
  3. With respect to juveniles placed by **Hidalgo County** Juvenile Probation Department, the TJJD Incident Report Form must also be sent to **Hidalgo County** Juvenile Probation Department within 24 hours at facsimile number 956-318-2950.
- 8.02 Allegations Occurring Outside the Juvenile System. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.
- 8.03 As used within this Agreement:
- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.
  - B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
  - C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.

- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE IX  
CRIMINAL HISTORY SEARCHES

- 9.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to juveniles in the facility or program. Prior to being granted access to juveniles in facilities or programs, Service Provider shall provide Juvenile Probation with documentation confirming that fingerprint-based searches of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas have been completed within two years prior to the date of the most recent contract for services. This provision shall apply to individuals who begin employment or service provision on or after January 1, 2010.
- 9.02 Service providers of juvenile justice facilities or juvenile justice programs licensed by the Texas Department of Family and Protective Services, Texas Department of State Health Services or other state agency are exempt from the requirement to provide documentation of criminal history searches for staff employed in the program or facility. Service providers that are individually licensed by the Texas Department of Family and Protective Services, Texas Department of State Health Services or other state agency are also exempt from the requirement to provide documentation of criminal history searches. Service Provider shall provide Juvenile Probation with documentation confirming that Service Provider's license is currently in good standing with the licensing entity and shall not provide services under this Agreement unless its license is in good standing.
- 9.03 Criminal history searches shall include the following:

- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.
  - B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
  - C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.
- 9.04 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.
- 9.05 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:
- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
  - B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
  - C. A current felony deferred adjudication, probation or parole;
  - D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
  - E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
  - F. A current jailable misdemeanor deferred adjudication, probation or parole; or
  - G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.
- 9.06 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to juveniles in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.
- 9.07 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to juveniles in a juvenile justice facility or a juvenile justice program.
- 9.08 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with juveniles.

**ARTICLE X**  
**DISCLOSURE OF INFORMATION**

- 10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing

affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

- A. Any and all corrective action required by any of Service Provider's licensing authorities;
- B. Any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program;
- C. Any arrest or current criminal indictment of any employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program;
- D. All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile placed by **Hidalgo County Juvenile Probation Department** in the juvenile justice facility or juvenile justice program;
- E. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program was the alleged or designated perpetrator;
- F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program that required to register as a sex offender; and
- G. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program that have a disqualifying criminal history.

10.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

#### ARTICLE XI EQUAL OPPORTUNITY

11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XII  
ASSIGNMENT & SUBCONTRACT

- 12.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XIII  
OFFICIALS NOT TO BENEFIT

- 13.01 No officer, employee or agent of Juvenile Probation 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 who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV  
DEFAULT

- 14.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and
  - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- 14.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

ARTICLE XV  
TERMINATION

- 15.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
  - B. Upon expenditure of available funds.
- 15.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XVI  
WAIVER OF SUBROGATION

- 16.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVII  
INDEMNIFICATION

- 17.01 It is further agreed that Service Provider will indemnify and hold harmless **Hidalgo County** and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless **Hidalgo County** and Juvenile Probation for any act(s) of commission or omission of **Hidalgo County's** and Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

ARTICLE XVIII  
SOVEREIGN IMMUNITY

- 18.01 This Agreement is expressly made subject to **Hidalgo County's** Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that **Hidalgo County** has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XIX  
REPRESENTATIONS & WARRANTIES

- 19.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
  - B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of **Hidalgo**, or any political subdivision thereof;
  - C. That it carries sufficient insurance to provide protection to **Hidalgo County** and Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement, that, if requested, it will cause its insurance carrier to identify the **Hidalgo County** Juvenile Probation Department as a certificate holder on its policy, and will add **Hidalgo County**, the **Hidalgo County** Juvenile Board and the **Hidalgo County** Juvenile Probation Department as additional insureds on its policy;
  - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile

justice program will be properly trained to report allegations or incidents of abuse, neglect, exploitation, death or serious incidents involving a juvenile under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incident; and

- E. That, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

ARTICLE XX  
TEXAS LAW TO APPLY

- 20.01 This Agreement 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 **Duval County, Texas**.

ARTICLE XXI  
VENUE

- 21.01 Exclusive venue for any litigation arising from this Agreement shall be in **Duval County, Texas**.

ARTICLE XXII  
ADDITIONAL TERMS AND AGREEMENTS

- 22.01 Service Provider will accept only those children confirmed by authorized officers of Juvenile Probation to be referred for placement in Service Provider's facility.
- 22.02 Juvenile Probation recognizes that part of a client's rehabilitation program may include time away from the residential setting of Service Provider, such as weekends and holidays, and that Service Provider must retain space for the client until his/her return. To this end, Juvenile Probation agrees to pay Service Provider the full amount due for such regularly scheduled days away from the residential setting or its program, provided they do not exceed four (4) days per month per client and that prior approval has been obtained by Juvenile Probation. Furloughs will not be authorized for the first ninety (90) days of placement, or until the completion of the first Individualized Program Plan Review, whichever comes first, except in only highly unusual situations. Unoccupied bed space constitutes days away from the facility. Individualized Program Plans may warrant additional days away from the residential setting if approved in writing by Juvenile Probation; however, any additional days away from the residential setting will not be charged to Juvenile Probation.
- 22.03 The child's parent(s) or guardian(s) shall bear the primary responsibility for payment of any medical or dental needs, by personal payment, health insurance, or Medicaid coverage, as well as clothing or other expenses not provided for in Service Provider's

program.

- 22.04 Juvenile Probation reserves the right to terminate the client's placement with Service Provider at its discretion. Service Provider must not release a client to any person or agency other than Juvenile Probation without the express consent of an authorized agent of Juvenile Probation.
- 22.05 Service Provider is under no obligation to accept a client who is deemed inappropriate for placement in that program.
- 22.06 Juvenile Probation is under no obligation to place any child with Service Provider.
- 22.07 Juvenile Probation shall provide a written psychological or psychiatric evaluation. If the battery of tests included in the evaluation is older than six (6) months prior to admission, a clinical interview performed within six (6) months prior to admission shall be submitted with an updated diagnosis and prognosis.
- 22.08 In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for residential services, Service Provider shall notify the school district in which the facility is located not later than the third day after the date a child is placed in the facility.
- 22.09 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Justice Department standards pertinent to services provided under this Agreement including but not limited to the Prison Rape Elimination Act of 2003 (PREA) which established a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detention, elimination, prevention and reporting of sexual assault in facilities housing adult and juvenile offenders. Under PREA, Service Provider shall make available to the Chief of Juvenile Probation all incident-based aggregated data may be requested by the Department of Justice from the previous calendar year no later than June 30<sup>th</sup> [PREA§115.387(e) and (f)]. Furthermore, Service Provider shall be responsible for the financial cost associated with any PREA audit.
- 22.10 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 22.11 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

ARTICLE XXIII  
LEGAL CONSTRUCTION

23.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIV  
PRIOR AGREEMENTS SUPERSEDED

24.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXV  
AMENDMENTS

25.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

25.02 Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

25.03 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

PASSED, APPROVED AND ADOPTED ON \_\_\_\_\_, 2016 IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.


**HIDALGO COUNTY, TEXAS**


By: \_\_\_\_\_  
RAMON GARCIA, COUNTY JUDGE

**ATTEST:**

By: \_\_\_\_\_  
ARTURO GUAJARDO, JR.

**HIDALGO COUNTY JUVENILE BOARD**

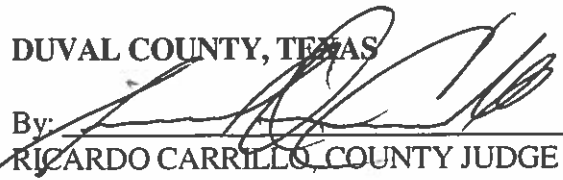
By:  \_\_\_\_\_ Date  
HON. MARIO E. RAMIREZ, JR  
332<sup>nd</sup> DISTRICT COURT JUDGE  
JUVENILE PROBATION OVERSEER SERVICES

By:  \_\_\_\_\_ Date  
ISRAEL "BUDDY" SILVA, JR  
DIRECTOR/CHIEF JUVENILE PROBATION OFFICER  
HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

APPROVED AS TO FORM:  
ATLAS, HALL & RODRIGUEZ, LLP

By:  \_\_\_\_\_  
STEPHEN L. CRAIN


**DUVAL COUNTY, TEXAS**

By:  \_\_\_\_\_  
RICARDO CARRILLO, COUNTY JUDGE

**ATTEST:**

By: \_\_\_\_\_

**JUDGE RICARDO H. GARCIA  
REGIONAL JUVENILE DETENTION  
FACILITY**

By:  \_\_\_\_\_  
GEORGIA B. PARR  
DUVAL COUNTY JUVENILE  
FACILITY DIRECTOR

**EXHIBIT A**

BASIC LEVEL	\$103.03	Per day
SPECIALIZED LEVEL	\$162.30	Per day



TEXAS  
JUVENILE  JUSTICE  
DEPARTMENT

Certificate of Registration

Be it known that

JUDGE RICARDO H. GARCIA REGIONAL  
JUV. DETENTION

4998 S. FM 1329  
SAN DIEGO, TEXAS  
78384

Is hereby registered as a  
Post-Adjudication FACILITY  
Rated Capacity of 38

The aforementioned Juvenile Facility has completed all registration requirements of the Texas Juvenile Justice Department, as required by the Texas Family Code, and is hereby officially registered by the undersigned.

Registration is issued this the  
1<sup>st</sup> Day of February 2016

Expiration Date: January 31, 2017

A handwritten signature in black ink, appearing to read "David Reilly".

DAVID REILLY, EXECUTIVE DIRECTOR  
TEXAS JUVENILE JUSTICE DEPARTMENT



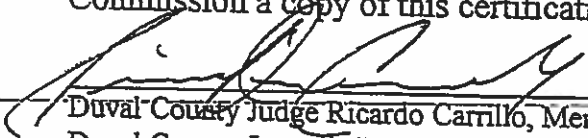
**Judge Ricardo H. Garcia**  
**Regional Juvenile Detention Facility**

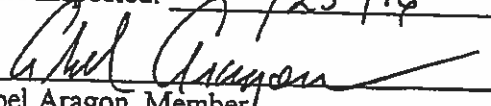
P. O. Drawer 989  
 San Diego, Texas 78384

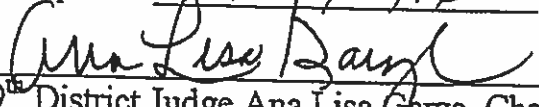
Phone: (361) 279-2040  
 Fax: (361) 279-3166

**CERTIFICATION OF  
 JUVENILE DETENTION FACILITY**

**IT BE REMEMBERED** that on the 25<sup>th</sup> day of January, 2016, the Duval County Judge, on behalf of Duval County Board. Personally inspected the long-term residential facility known as the Judge Ricardo H. Garcia Regional Juvenile Detention Facility, located in San Diego, Texas, and recommended to the Judges of Duval County Juvenile Board using **TEXAS JUVENILE JUSTICE DEPARTMENT STANDARDS FOR DETENTION FACILITIES AND TEXAS JUVENILE JUSTICE DEPARTMENT STANDARDS FOR SECURE POST-ADJUDICATION JUVENILE RESIDENTIAL FACILITIES**, to certify to the Commissioners' Court for Duval County that the facility is suitable for the detention of children in accordance with the Texas Family Code, Sec. 51.125. The rated capacity for the **POST-ADJUDICATION PROGRAM** is 38 (Pods 200, 300, 400 and 2 isolation cells). The Duval County Juvenile Board Directs the Facility Director to provide the Texas Juvenile Probation Commission a copy of this certification

  
 Duval County Judge Ricardo Carrillo, Member  
 Duval County Juvenile Board  
 Date Inspected: 1/25/16

  
 Abel Aragon, Member  
 Duval County Juvenile Board  
 Date Inspected: 1/20/16

  
 229<sup>th</sup> District Judge Ana Lisa Garza, Chairperson  
 Duval County Juvenile Board  
 Date Inspected: 1/25/16