

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

**CONTRACT AND AGREEMENT FOR POST ADJUDICATION RESIDENTIAL SERVICES OF
JUVENILE OFFENDERS AT THE JUDGE MARIO E. RAMIREZ JR., JUVENILE JUSTICE
CENTER'S BOOT CAMP FACILITY**

This Agreement is entered into by and between Hidalgo County Juvenile Board, at the request of and on behalf of the Hidalgo County Juvenile Probation Department (the "Provider") and Calhoun County Juvenile Probation Department ("Recipient") concerning residential care services provided at the Judge Mario E. Ramirez, Jr. Boot Camp Facility by the Provider pursuant to license granted by the Texas Juvenile Justice Department, and/or other appropriate State agency with licensure or regulatory authority over the facility.

**ARTICLE I
PURPOSE**

- 1.1 The purpose of this Agreement is to provide the program to Recipient which consists of long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision (the "Program"). The placement facility to be utilized and operated by Provider, is located at 1711 N. Bridge, Weslaco, Hidalgo County, Texas 78599.

**ARTICLE II
TERM**

- 2.01 The term of this Agreement is for 12 months commencing March 18, 2020, and ending March 18, 2021, unless one party terminates this Agreement without cause on thirty (30) days written notice.

**ARTICLE III
SERVICES**

- 3.01 Provider will provide the following level of care services:

A. Moderate Level

The level of care services delivery criteria as well as the required description of the characteristics of children will be in accordance with the definitions determined by the Juvenile Justice Department.

Moderate Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. All Secure Post-adjudications facilities that are registered with the Texas Juvenile Justice Department and certified by the local juvenile board qualify for the daily rate listed above.

3.02 Provider will perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone).**
- 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 Provider, Recipient staff and contracted children for the purpose of justifying continued placement. Justification shall be done at a minimum of every ninety (90) days. A copy of the placement justification shall be submitted to Recipient within ten (10) working days.**
- D. Ensure that the child's parent(s) or legal guardian(s) and the Recipient are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer of Recipient and parents will be informed immediately if during working hours. After normal working hours, every effort will be made to notify Recipient and the parents. In the event of serious illness or accident and for any required follow-up care Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.**
- E. Provide to the Recipient 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 of Recipient within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress towards 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 Provider Residential Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward goals set forth, making modifications when necessary and determining the need for continued placement outside of the child's natural home. The individualized Treatment 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 controlling the child's objectionable behavior.**
- G. Maintain copies of the original Individualized Program Plan for the child and the periodic reviews.**

- H. Provide the Recipient 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 services 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 Recipient 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 Recipient for periodic inspection.
- K. Any and all medical, dental, psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Recipient, to be paid by either Recipient or health insurance. 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 Provider in achieving the goals of Recipient will be evaluated on the basis of the output and outcome measures contained in this section. Recipient, at its discretion, may use other means or additional measures to evaluate the performance of Provider in fulfilling the terms and conditions of the Agreement.
 - A. Recipient shall evaluate Provider's performance under this Agreement according to the following specific performance goals for Provider:
 - 1. Ensure children complete residential placement.
 - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.
 - B. Recipient shall additionally evaluate 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. Recipient shall further evaluate 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 their placement and are not re-referred within six (6) months after release.
- D. Notwithstanding the foregoing criteria for evaluation, nothing herein shall be construed as a guaranty of outcome or performance by any child.
- 4.02 Provider shall report on a monthly basis to Recipient as to each of the foregoing output and outcome measures. These reports will be reviewed by Recipient in order to monitor Provider for programmatic compliance with this Agreement.

ARTICLE V COMPENSATION

- 5.01 For and in consideration of the above-mentioned services, Recipient agrees to pay the Provider the rates provided in the attached Exhibit "A". The rates are per day for each juvenile, admitted under "Moderate" Level of Care. The daily rate shall be paid to the Provider from the initial intake date through the last date prior to the exit date. There will be no charge on day of exit.
- 5.02 Counseling services will be provided to the child on an as needed basis and shall be billed to the Recipient. The initial psychiatric/psychological evaluation for admission is required prior to acceptance into the Program that has been conducted in within the last 12 months.
- 5.03 Provider will submit an invoice for payment of services to the Recipient on a monthly basis. Said invoice shall be submitted with 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: the specific client(s) date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Recipient in order to monitor Provider for financial compliance with this Agreement. Invoices submitted by Provider in proper form shall be paid by Recipient in a timely manner.
- 5.04 If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are required for a child placed in the Program, the Administrator of the Program is authorized to secure the outside treatment at the expense of the Recipient. Recipient agrees to indemnify the Provider, its elected officials, officers, administrator, representatives, agents, and employees harmless from any and all liability for charges for outside treatment. Provider shall notify Recipient of outside treatment within twenty-four (24) hours of its occurrence.

Notwithstanding the foregoing, the Provider will endeavor to seek and obtain all benefits available from other sources for eligible juveniles. Any income received by Provider from sources other than this Agreement, including but not limited to medical insurance coverage, or contributions from parents or others must be documented as to each juvenile for whom a billing is submitted and deducted from the invoice submitted to the Recipient. Documentation

must include the name(s) and identifying numbers of the parties receiving the services, the dates and time services were provided and such other information deemed necessary for adequate fiscal control.

- 5.05 Provider shall account separately for the receipt and expenditure of any and all state funds received from Hidalgo County Juvenile Probation Department under this Contract. Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
1. Provider shall cause an outside audit to be completed on a yearly basis which specifies receipt and expenditure of State funds. Provider shall forward a copy of the annual outside audit to Recipient by July 1 following the end of the fiscal year.
 2. If Provider does not obtain an annual outside audit, then Provider shall provide a separate accounting of funds received from Recipient in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Recipient and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Recipient thirty (30) days prior to the renewal date of the contract. "Need to discuss this paragraph".
- 5.06 It is understood and agreed by provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are no appropriate by the Texas Legislature.
- 5.07 In the event that State Reimbursement Rates are increased during the duration of the terms of this Contract, the new rates will become effective reflecting those of the increase.
- 5.8 Provider agrees to make claims for payment or direct any payment disputes to Recipient's Fiscal Officer. Provider will not contact any other department employees regarding any claims of payment.
- 5.9 Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.

ARTICLE VI ADDITIONAL TERMS & AGREEMENTS

- 6.01 Prior to transporting a child to the Program for placement, the official authorizing the placement shall call the Program to ensure that space is available. Placement of children by authorized officers of Recipient may be denied as space limitations require as determined by the Provider.
- 6.02 A child will only be accepted in the Program upon receipt by the Provider Administrator of a proper order from the Juvenile Court of the County and other documentation required by Provider.
- 6.03 Each child placed in the Program shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Program.

- 6.04 If a child is accepted by the Program from Recipient and the child thereafter is determined to be, in the sole judgment of the Program, mentally or physically unfit, dangerous, or unmanageable, unsuitable for the Program or combination of such conditions or characteristics or whose mental or physical conduct would or might endanger the other children of the Program, then the Provider shall notify the Recipient of this determination. It will be the responsibility of Recipient to provide for the transportation for the removal of the child and shall be removed as soon as practicable, but in no event longer than twenty-four (24) hours days after notification.
- 6.05 Provider agrees that the Program will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- 6.06 It is understood and agreed by the parties that children placed in the Program under proper orders of the appropriate Juvenile Court shall not be discharged from the Program until the Provider receives a written authorization from the Recipient that originally detained the child.
- 6.07 It is further understood and agreed by the parties that children placed in the Program may be released to the Probation Officer or other appropriate authority of: Recipient.

**ARTICLE VII
EXAMINATION OF PROGRAM &
RECORDS**

- 7.01 Provider agrees that it will permit Recipient to examine and evaluate its Program and/or of services provided under the terms of this Agreement and/or to review its record periodically. This examination and evaluation of the Program may include site visitation, observation of programs in operation, interviews with staff of Program and the administration of questionnaires to the staff of Provider and the children when deemed necessary.
- 7.02 For purpose of evaluation, inspection, auditing or reproduction, Provider agrees to maintain and make available to authorized representatives of the State of Texas or Recipient any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 7.03 Provider will keep a record of all services provided to Recipient under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Recipient. Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.
- 7.04 Provider understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. 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. Provider will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Provider and the requirement to cooperate is included in any subcontract it awards."

ARTICLE VIII

CONFIDENTIALITY OF RECORDS

- 3.01 Provider shall maintain strict confidentiality of all information and records relating to children placed in the Program by Recipient, 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 IX DUTY TO REPORT

- 9.01 As required by §§261.101 and 261.405 of the Texas Family Code, Provider shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Recipient) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency;
 - B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form by email to abuseneglect@tjjd.texas.gov (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); and
 - C. Recipient to facsimile number 956-318-2950 (Attn: Chief Juvenile Probation Officer).

ARTICLE X DISCLOSURE OF INFORMATION

- 10.01 Provider warrants that, prior to entering this Agreement, it has verified and disclosed the following information to Recipient, 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 Recipient.
- A. Any and all corrective action required by any of Provider's licensing authorities;
 - B. Any and all litigation filed against the Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Provider that has direct contact with juveniles;
 - D. 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 the Provider that has direct contact with juveniles was the alleged or designated perpetrator;

- E. The identity of any of the Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- F. The identity of any of the Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred.

**ARTICLE XI
EQUAL OPPORTUNITY**

- 11.01 Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this Agreement the Provider agrees it:
- (a) Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms compensation and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.
 - (b) Will, in all solicitations or advertisement for employees placed by or on behalf of the Provider, state that all qualified applicants for positions in the Program, will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (c) Shall abide by all applicable federal, state and local laws and regulations.

**ARTICLE XII
ASSIGNMENT &
SUBCONTRACT**

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

**ARTICLE XIII
OFFICIALS NOT TO
BENEFIT**

- 13.01 No officer, employee or agent of Provider and no member of its governing body and no other public officials of the governing body of the locality or localities in which the Program is situated or being carried who exercise any functions or responsibilities in the Program, 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 Recipient may, by written notice of default to Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If 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 in either of these two circumstances after receiving notice of default, Provider does not cure such failure within a period of ten (10) days.
 - C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this Agreement that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the Parties resort to litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
 - D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief to the extent allowed under the law.
 - E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the party's address or facsimile number. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.
 - F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
 - G. If any court finds any provision of this Agreement to be invalid or unenforceable of any other provision of the Agreement.
 - H. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.
 - I. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective successors and assigns.

ARTICLE XV

TERMINATION

15.01 The term of this Agreement shall be for a period of 12 months from the effective date; however, if either party feels in its judgment that this Agreement cannot be successfully continued, and desires to terminate this Agreement, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery of its intention to terminate:

- A. Thirty (30) days from the date of the of the intention to terminate; or
- B. Upon expenditure of available funds.

15.02 If at any time during the term of this Agreement Recipient, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Recipient may immediately terminate this Agreement, upon giving written notice to the Provider.

ARTICLE XVI IMMUNITY

16.01 This Agreement is expressly made subject to the sovereign immunity of Hidalgo County, 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 of 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 XVII INDEMNIFICATION

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

TITLE XVIII REPRESENTATIONS & WARRANTIES

18.01 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 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 the Program.

- C. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.

**ARTICLE XIX
TEXAS LAW TO
APPLY**

- 19.01 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 Hidalgo County, Texas.

**ARTICLE XX
VENUE**

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in Hidalgo County, Texas.

**ARTICLE XXI
CONFLICT WITH APPLICABLE LAW**

- 21.01 Nothing in this Agreement 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 Agreement 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

**ARTICLE XXII
PRIOR AGREEMENTS
SUPERSEDED**

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

**ARTICLE XXIII
PRISON RAPE ELIMINATION ACT**

- 23.01 Provider shall adopt and comply with all federal, state, county and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the

performance of all obligations undertaken pursuant to this Agreement, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders [PREA§115.312(a)].

Under PREA, Provider shall make available to the Juvenile Chief Probation Officer of Recipient all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA§115.387].

Under PREA, the Provider shall be subjected to annual contract monitoring by Recipient to ensure that the Provider is complying with the PREA standards [PRE§115.312(b)]. To comply with this standard, the Provider will make available to the Juvenile Chief Probation Officer of Recipient all incident-based aggregated sexual abuse data within 24-hours of the allegation.

Under PREA, Recipient will make the aggregated sexual abuse data for each Provider available to the public via the Juvenile Probation website [PREA§11.389(b)].

EXHIBIT "A"

**DAILY RATE FOR MODERATE LEVEL OF CARE
(Through December 31, 2019)**

\$103.03

**DAILY RATE FOR MODERATE LEVEL OF CARE
(Beginning January 1, 2020)**

\$108.18


This Contract and Agreement is executed with the declared intention of the parties that this Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Recipient for the children placed in the Program by the Judge of the county having juvenile jurisdiction.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we here unto affix our signature this 24 day of March year 2020.

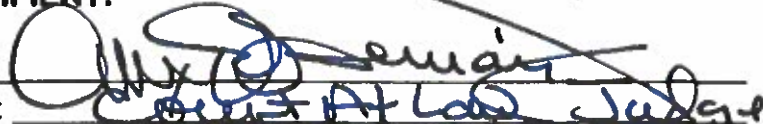
PROVIDER:

HIDALGO COUNTY JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER JUVENILE BOOT CAMP FACILITY


By: 
Honorable Judge Mario E. Ramirez, Jr.
332nd District Court, Juvenile Department
Overseer

By: 
Maryann Denner, Director and Chief
Juvenile Probation Officer

RECIPIENT:

By: 
Title: Court At Law Judge
Print Name: Alex R Hernandez

RECIPIENT:

By: 
Title: Chief Juvenile Probation Officer
Print Name: Lisa Leota