

STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT FOR DETENTION SERVICES AT THE HIDALGO COUNTY JUDGE MARIO E. RAMIREZ JR., JUVENILE JUSTICE CENTER DETENTION FACILITY

This Agreement is entered into by and between the County of Hidalgo, Texas through its Hidalgo County Juvenile Board, at the request of and on behalf of the Hidalgo County Juvenile Justice Center (the "HCJJC") and _____ **County Juvenile Probation Department** ("Sending County") concerning detention services provided at the Hidalgo County Judge Mario E. Ramirez, Jr. Juvenile Justice Center Detention Facility by the HCJJC 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**

- 1.01 Whereas, Sending County, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code, Title III of the Texas Family Code requires the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status or during the post-dispositional stay pending placement in a post adjudication facility prescribed by the Juvenile Court. The placement facility to be utilized is the Hidalgo County Judge Mario E. Ramirez, Jr. Juvenile Justice Center Detention Facility ("Detention Facility" or "Facility") utilized and operated by HCJJC, which is located at 1001 N. Doolittle Road, PO Box 267, Edinburg, Texas 78540 ("the Program").
- 1.02 Whereas, in accordance with applicable law, the Hidalgo County Juvenile Detention facility is designed to be a certified juvenile detention facility and has been duly inspected and certified as being suitable for the detention of juveniles, and it is designed to provide detention services for accused children as may be necessary in order to protect the accused child or to protect the public from harm by court order in accordance with the Texas Family Code; and the Hidalgo County Juvenile Detention Center desires to maintain juveniles in detention only as allowed by law.

ARTICLE II TERM

- 2.01 The term of this Agreement is for _____ months commencing _____, and ending _____, and shall automatically renew for one (1) year terms thereafter, unless one party terminates this Agreement as provided below.

ARTICLE III SERVICES

- 3.01 A. Detention Facility will provide: room and board, supervision twenty-four (24) hours per day, seven (7) days a week; routine medical examination and treatment within the Facility (but shall not provide or pay for emergency examination, treatment, or hospitalization outside the Facility); an approved education program; recreation facilities; and counseling to each child placed within the Facility.
- B. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.
- C. Detention Facility shall be in compliance with all standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.

ARTICLE IV COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Sending County agrees to pay HCJJC the sum of **two hundred dollars (\$200.00)** per day for each child admitted. The daily rate shall be paid to HCJJC from the initial intake date through the date prior to the exit date. There will be no charge for the day of exit.
- 4.02 HCJJC will submit an invoice for payment of services to Sending County 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 Sending County in order to monitor HCJJC for financial compliance with this Agreement. Invoices submitted by HCJJC in proper form shall be paid by Sending County in a timely manner.
- 4.03 If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Detention Facility ("Outside Treatment") is/are required for a child placed in the Detention Facility, the Administrator of the Detention Facility is authorized to secure the outside treatment at the expense of Sending County. Sending County agrees to indemnify and hold harmless HCJJC, its

elected officials, officers, administrator, representatives, agents, and employees harmless from any and all liability for charges for outside treatment. HCJJC shall notify Sending County of outside treatment within twenty-four (24) hours of its occurrence.

- 4.04 Notwithstanding the foregoing, HCJJC will endeavor to seek and obtain all benefits available from other sources for eligible juveniles. Any income received by HCJJC 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 Sending County. 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.

ARTICLE V ADDITIONAL TERMS & AGREEMENTS

- 5.01 Sending County shall ensure that children to be placed in the Detention Facility will be under a proper order of the Juvenile Court of the Sending County. However, prior to an initial Court Order, a child detained by Sending County may be accepted into the Detention Facility at HCJJC's discretion upon receipt of a Probable Cause Statement issued by an authorized law enforcement agency.
- 5.02 Prior to transporting a child to the Detention Facility for placement, the official authorizing the placement shall call the Detention Facility to confirm that space is available. Prior to acceptance into the Detention Facility, Sending County shall provide to the HCJJC Administrator a proper order from the Juvenile Court of the Sending County and other documentation required by HCJJC. Placement may be denied according to space limitations as determined by HCJJC.
- 5.03 Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- 5.04 HCJJC has resolved to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore, will not accept from Sending County children whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act. Section 223(a) (12) (A) provides that "juveniles who are charged with or have committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court orders, or such non-offenders as dependent or neglected children, shall not be placed in secure detention facilities or secure correctional facilities." In no event will HCJJC or its Detention Facility be under any obligation to accept a child who is deemed inappropriate.

- 5.05 If a child is accepted by the Detention Facility from Sending County and the child thereafter is determined to be, in the sole judgment of the HCJJC, mentally or physically unfit, dangerous, or unmanageable, unsuitable for the Detention Facility or combination of such conditions or characteristics or whose mental or physical conduct would or might endanger the other children of the Detention Facility, then HCJJC shall notify Sending County of this determination. It will be the responsibility of Sending County 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 after notification. No child who is intoxicated or in need of immediate medical attention will be accepted under any circumstances without having been seen, treated and released by a medical professional.
- 5.06 HCJJC agrees that the Program will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- 5.07 The Sending County agrees to provide the Detention Facility the names of all persons authorized to visit children placed in the Facility. Visitors must be jointly approved by the child's caseworker and Facility Administrator. Sending County must ensure that a representative of Sending County maintains close and frequent communication with the child and detention staff regarding any pertinent activity. Detention Facility shall keep Sending County informed of the status of the child while in detention and Sending County shall keep Detention Facility informed of all court dates and times so appropriate arrangements can be made.
- 5.08 Ensure that the child's parent(s) or legal guardian(s) and Sending County 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 the Sending County and parents will be informed immediately if during working hours. After normal working hours, every effort will be made to notify Sending County and the parents. In the event of serious illness or accident and for any required follow-up care HCJJC shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- 5.09 Sending County agrees to order parent(s) or guardian(s) to assume financial responsibility for damage or loss of property at the Detention Facility due to the action of a child placed in the Program by Sending County.
- 5.10 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Sending County, its agents, servants, or employees any way to manage, control, direct or instruct Detention Facility, its directions, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Sending County shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

- 5.11 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 HCJJC receives a written authorization from Sending County that originally detained the child.
- 5.12 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 Sending County.
- 5.13 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 HCJJC program, shall be the sole responsibility of the said child's parent(s), guardian(s), and court ordered appointed conservator or Sending County, to be paid by either Sending County 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.
- 5.14 Children from Sending County who are alleged to have engaged in delinquent conduct, or conduct indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any Juvenile Court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the appropriate Juvenile Court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention Facility prior to the child's re-admission.
- 5.15 Criminal History Searches. In accordance with applicable law and HCJJC policy and procedures, criminal history searches shall be conducted by Service Provider for any and all its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct supervised access to children in the facility or program.

**ARTICLE VI
EXAMINATION OF PROGRAM &
RECORDS**

- 6.01 Detention Facility agrees that it will permit Sending County to examine and evaluate its program 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, interview and the administration of questionnaires to the staff of Detention Facility and the children when deemed necessary.

- 6.02 Detention Facility shall provide to Sending County such descriptive information on contracted children as requested on forms provided by Sending County.
- 6.03 For purpose of evaluation, inspection, auditing or reproduction, Detention Facility agrees to maintain and make available to authorized representatives of the State of Texas or Sending County any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 6.04 Detention Facility will keep a record of all services provided to Sending County under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Sending County. Detention Facility will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.
- 6.05 Detention Facility 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. Detention Facility 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. Detention Facility will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Detention Facility and the requirement to cooperate is included in any subcontract it awards.

ARTICLE VII CONFIDENTIALITY OF RECORDS

- 7.01 HCJJC shall maintain strict confidentiality of all information and records relating to children placed in the Program by Sending County, 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 As required by §§261.101 and 261.405 of the Texas Family Code or successor provisions, HCJJC 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 Sending County) 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@tjd.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. Sending County's facsimile number _____ (Attn: Chief Juvenile Probation Officer).

**ARTICLE IX
DISCLOSURE OF
INFORMATION**

9.01 HCJJC warrants that, prior to entering this Agreement, it has verified and disclosed the following information to Sending County, 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 Sending County.

- A. Any and all corrective action required by any of HCJJC's licensing authorities;
- B. Any and all litigation filed against HCJJC, 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 HCJJC 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 HCJJC that has direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of HCJJC 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 HCJJC 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 X
EQUAL OPPORTUNITY**

10.01 HCJJC agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this Agreement HCJJC 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. HCJJC 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 HCJJC, 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 XI DEFAULT

- 11.01 Sending County may, by written notice of default to HCJJC, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If HCJJC fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If HCJJC 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, HCJJC does not cure such failure within a period of ten (10) days.

ARTICLE XII TERMINATION

- 12.01 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.

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

**ARTICLE XIII
TITLE REPRESENTATIONS &
WARRANTIES**

13.01 HCJJC 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 XIV
PRISON RAPE ELIMINATION ACT**

14.01 HCJJC 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, HCJJC shall make available to the Juvenile Chief Probation Officer of Sending County 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, HCJJC shall be subjected to annual contract monitoring by Sending County to ensure that HCJJC is complying with the PREA standards

[PRE§115.312(b)]. To comply with this standard, HCJJC will make available to the Juvenile Chief Probation Officer of Sending County all incident-based aggregated sexual abuse data within 24-hours of the allegation.

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

ARTICLE XV MISCELLANEOUS TERMS

- 15.01 Sending County hereby certifies that funds are available for the current fiscal year for payments anticipated under the terms and conditions of this agreement.
- 15.02 Detention Facility, as required for the TJJD State Financial Assistance Contracts, hereby agrees to the following:
 - A. Provide secure detention for juveniles referred for delinquent conduct and have the juvenile available for return to the Court as requested by the Sending County. To provide educational services for all juveniles placed in detention as available.
 - B. Juveniles will attend class on a daily basis and participate in all programs of the facility. The detention facility staff will provide disciplinary reports prior to detention hearings and will notify the Sending County if the child is injured or ill and requires medical attention.
 - C. Detention will provide safety for the community as well as aid in reducing recidivism.
- 15.03 Detention Facility shall comply with all applicable federal and state regulations and with its policies and procedures regarding services delivered under this contract. This provision includes but is not limited to those regulations and policies directly or indirectly addressed in this agreement.
- 15.04 Detention Facility shall also provide certification of eligibility to receive state funds as required by the Texas Family Code section 231.006.
- 15.05 Detention Facility shall conduct regular financial and programmatic monitoring of all service provider subcontractors to ensure performances and compliance with contractual provisions.
- 15.06 This Agreement shall not be construed as creating any debt by or on behalf of the Government of the State of Texas or the United States.
- 15.07 The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective successors and assigns.

- 15.08 Officials Not to Benefit. No officer, employee or agent of HCJJC 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.
- 15.09 Applicable Law & Venue. This Agreement will be governed and construed according to the laws of the State of Texas. Exclusive venue for any litigation arising from this Agreement shall be in Hidalgo County, Texas.
- 15.10 Assignment & Subcontracting. HCJJC may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Sending County.
- 15.11 Amendment. HCJJC may amend, modify or alter the terms of this Agreement and specify an effective date thereof. HCJJC will then notify Sending Party in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Sending Party will signify its acceptance of these changes. If Sending Party declines to accept changes made by HCJJC, Sending Party may terminate this Agreement subject to the conditions herein.
- 15.12 Notices. 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.
- 15.13 Captions. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- 15.15 Provisions. 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 unenforceability 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 herein.
- 15.16 Waiver. 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.

- 15.17 Waiver of Subrogation. Detention Facility expressly waives any and all rights in may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation.
- 15.18 Conflict with Applicable Law. 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.
- 15.19 Prior Agreements Superseded. 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.
- 15.20 Sovereign Immunity. 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.

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 Sending County for the children placed in the Detention Facility by the Judge of the county having juvenile jurisdiction.

(Signature Page to Follow)

IN WITNESS WHEREOF, we here unto affix our signature this _____ day
of _____ 20_____.

HCJJC:

**HIDALGO COUNTY JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
JUVENILE DETENTION FACILITY**

By: _____
Honorable Judge Fernando Mancias
93rd District Court, Juvenile Department
Overseer

By: _____
Maryann Denner, Director and Chief
Juvenile Probation Officer

SENDING COUNTY:

By: _____
Title: _____
Print Name: _____

SENDING COUNTY:

By: _____
Title: _____
Print Name: _____