

THE STATE OF TEXAS

COUNTY OF VICTORIA

VICTORIA COUNTY JUVENILE JUSTICE CENTER

CONTRACT AND AGREEMENT

This Victoria County Juvenile Justice Center Contract and Agreement ("Contract") is made and entered into by and between the VICTORIA COUNTY JUVENILE BOARD, acting herein by and through its duly authorized representative and the County Judge of Victoria County, Texas, Williamson County, Texas, acting herein by and through its duly authorized representative and the County Judge of said county and Williamson County, Texas (the "CONTRACTING COUNTY").

WITNESSETH

WHEREAS, the VICTORIA COUNTY JUVENILE BOARD, acting through the VICTORIA COUNTY JUVENILE JUSTICE CENTER (VCJJC), operates Detention and Residential Programs at the Victoria County Juvenile Justice Center, a pre-adjudication and post adjudication Facility (the "Facility") owned by VICTORIA COUNTY, TEXAS;

WHEREAS, the Facility is inspected and certified as suitable for the detention of children and is in compliance with applicable Texas Juvenile Probation Commission Standards and the Juvenile Justice and Delinquency Prevention Act;

WHEREAS, the CONTRACTING COUNTY desires use of the Facility and its Programs in order to carry out and conduct its juvenile program in accordance with Title III of the Juvenile Justice Code.

NOW, THEREFORE, the VICTORIA COUNTY JUVENILE BOARD and the CONTRACTING COUNTY agree as follows:

I.

VCJJC shall provide program components, room, board, supervision, and care (24) twenty-four hours per day to those juveniles accepted by the Facility. At a minimum, program components will include educational programs, counseling programs, and process groups. Additional programs provided for the long-term residential program include, but are not limited to, anger management, life skills, individual counseling, group counseling, substance abuse prevention education, and AIDS awareness.

II.

The VCJJC will identify specific goals and outputs for each long term resident, and documents measurable outcomes related to program objectives as outlined in Title 1 Texas Administrative Code Section 351.13, and any goals, outputs, and measurable goals based on the Texas Health and Human Services Commission substitute Care Provider Outcome standards, These goals and outputs will be incorporated into an Individualized Treatment Plan (ITP) for each child in the Residential Program. The ITP will address the nine domain areas of medical, safety and security, recreational, educational,

mental/behavioral health, relationship, socialization, permanence, and parent/child relationship, as specified in the substitute care provider standards. The ITP will be developed and signed by all required parties within thirty calendar days after the placement of the child in the program. The ITP will be reviewed and updated every ninety (90) calendar days, or more frequently as circumstances or need requires. Periodic progress reports will be provided to the CONTRACTING COUNTY every six weeks, or more frequently as the need arises. These reports will be based on treatment, academic, and behavior progress.

III.

The CONTRACTING COUNTY shall pay the Facility \$95.00 per day for each day a juvenile is in Detention Program; \$120.00 per day for each day a pregnant juvenile is in the Residential Program, and \$90.00 per day for each day a juvenile (other than a pregnant juvenile) is in the Residential Program;

In the event that a juvenile in the detention program is designated as a "High Risk" for suicide and who require being placed on "Constant Supervision" as per Section 343.10(g)(2)(B) of the Texas Juvenile Probation Commission Standards, the CONTRACTING COUNTY shall pay an additional \$125.00 per day along with the regular stated daily rate.

VCJJC will be responsible for accounting, billing, and payments for the operation of the Facility and the CONTRACTING COUNTY shall pay in accordance with directives of VCJJC.

The CONTRACTING COUNTY shall receive a detailed statement each month when it has placed a child in the Facility. Payment for bed space is due by the first working day of the following month. Payments should be directed to:

Victoria County Juvenile Justice Center
97 Foster Field Dr.
Victoria, Texas 77904

IV.

The CONTRACTING COUNTY shall, in all events, be responsible for payment of medical expenses necessary for the health, safety, and welfare of the CONTRACTING COUNTY'S juveniles.

If emergency examination, treatment, or hospitalization outside the Facility is required for a juvenile placed in the Facility, the Administrator of the Facility may secure such examination, treatment or hospitalization at the expense of the CONTRACTING COUNTY, and bill the CONTRACTING COUNTY for the same. In such event, the Facility Administrator or his representative will notify the CONTRACTING COUNTY within (24) twenty-four working hours of its occurrence. The Facility Administrator is further authorized to approve transfers to other tertiary care centers when the situation warrants. In the absence of the Facility Administrator, the supervising officer is authorized to secure medical services and approve the transfer.

The CONTRACTING COUNTY shall make arrangements directly with vendors for the provision of, and payment for, routine medical expenses, including without limitation, hospitalization, prenatal

services, and dental, for Post-Adjudication Program juveniles and other juveniles for whom the Administrator has not elected to secure such services as provided hereinabove.

Notwithstanding the foregoing, VCJJC will endeavor to seek and obtain all benefits available from other sources for eligible juveniles. VCJJC will initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for juveniles who may be eligible for Medicaid. Any income received by VCJJC from sources other than this Contract, including but not limited to Medicaid, Social Security, 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 CONTRACTING COUNTY. Documentation must include the name(s) and SID numbers of the parties receiving the services, the dates and time services were provided and such other information deemed necessary for adequate fiscal control.

V.

Each juvenile placed in the Facility by the CONTRACTING COUNTY shall be placed therein under proper order of the Juvenile Court. At a minimum, the order shall require each juvenile to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and the staff of the Facility. The CONTRACTING COUNTY must remove the juvenile before the expiration of the order. The CONTRACTING COUNTY agrees and understands that all Texas Juvenile Probation Commission required documents for admission to a Detention Center, or Residential Program will be submitted to VCJJC at the time of placement. VCJJC retains the right and responsibility to refuse the admission of any juvenile from the CONTRACTING COUNTY if said documents are not supplied at the time of admission, and retains the option to require CONTRACTING COUNTIES to supply pre-placement packets on children being considered for placement in the Residential Program, thirty days before placement.

Acceptance of the juvenile into the detention Facility will be determined by space availability. In the event overcrowding exists in the detention Facility, VCJJC maintains the right to ask the CONTRACTING COUNTY to remove the juvenile within four (4) hours from the time notified. CONTRACTING COUNTIES may reserve Post-Residential beds.

VCJJC reserves the right to refuse custody to any juvenile who is deemed inappropriate.

The VICTORIA COUNTY JUVENILE BOARD has resolved to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore, VCJJC will not accept into custody juveniles whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act or those "juveniles who are charged with or has committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court order, or such non-offenders as dependent or neglected children." Section 223(a) (12) (A).

If a juvenile from the CONTRACTING COUNTY is accepted by the Facility and such juvenile thereafter is found, in the sole judgment of the Facility Administrator, to be either mentally or physically unfit, dangerous, unmanageable, unsuitable for the program or combination of such conditions or characteristics, or whose mental or physical health condition would or might endanger the juvenile or the other occupants of the Facility, then upon such determination and notification by

the Facility Administrator to the CONTRACTING COUNTY, the CONTRACTING COUNTY shall remove or cause to be removed the youth from the Facility when notified that the juvenile has become unmanageable. Pre-adjudicated youth shall be removed within four (4) hours of notification; post-adjudicated youth shall be removed as soon as practicable, but in no event longer than seven (7) working days after notification. Juveniles who are intoxicated or in need of immediate medical attention will not be accepted under any circumstances without having been seen, treated and released by a medical professional.

VI.

The term of this Contract shall run from September 1, 2008 or the date of execution, whichever is later, until August 31, 2009. This Contract shall automatically renew and extend for an additional one year period on the first day of September of each succeeding year unless either party notifies the other in writing at least 30 days prior to the expiration of said term of its intention not to renew this Contract. This renewal and extension is subject to the availability of funds for the contract year, to the allocation of funds to meet the terms of this Contract, and subject to the approval of the CONTRACTING COUNTY. Upon renewal and extension of this Contract the then prevailing rates charged by the Facility shall be applicable.

The Contract may be Terminated Without Cause by either party by tendering thirty (30) days advance written notice to the other party. During the notice period, the parties will attempt to resolve the issues giving rise to termination.

The Contract may be Terminated For Cause and without notice in the event of a material breach of any term of this Contract.

Upon the termination or expiration of this Contract, the VICTORIA COUNTY JUVENILE BOARD, the VICTORIA COUNTY JUVENILE JUSTICE CENTER, and VICTORIA COUNTY shall be discharged from any further obligations hereunder.

VII.

Pursuant to Section 231.006 of the Family Code, VCJJC certifies that the entity named in this Contract is not ineligible to receive the specific grant, loan, or payment, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. VCJJC and VICTORIA COUNTY maintains a relationship of good standing with the Texas Comptroller of Public Accounts. VCJJC and COUNTY use and employ Generally Accepted Accounting Principles (GAAP). VCJJC and COUNTY are audited by an outside, independent authority at least annually, and must comply with periodic financial reporting procedures.

VCJJC adheres to all applicable state and federal laws and regulations pertinent to its provision of services. The Facility complies with all applicable regulatory agency policies, procedures, and administrative rules. VCJJC possesses and maintains all applicable or required, current state licenses, certifications, registrations, and regulatory permits for a child care Facility. Copies of licenses, certifications, and permits will be supplied to the CONTRACTING COUNTY upon receipt of written request for these documents. The Administration of VCJJC will disclose to CONTRACTING

COUNTIES any pending or initiated criminal or governmental investigations, and results/findings related to the Facility.

VCJJC accounts separately for the receipt and expenditures of any and all funds received under this Contract, or any funds received from the State of Texas, or funds received from any Federal program.

VCJJC maintains all applicable records for a minimum of three years, or until any pending audits and all questions arising thereof have been resolved.

VCJJC 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. VCJJC 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. The CONTRACTING COUNTY and VCJJC will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through VCJJC and the requirement to cooperate is included in any subcontract it awards.

VIII.

VCJJC will accept any juvenile qualified hereunder, without regard to such juvenile's religion, creed, race, color, sex, or national origin.

IX.

Funds for payment have been provided through the CONTRACTING COUNTY budget approved by the Commissioners' Court of the CONTRACTING COUNTY for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise beyond the end of the current CONTRACTING COUNTY'S fiscal year shall be subject to budget approval.

X.

The invalidity or unenforceability of any term or provision of this Contract shall in no way affect the validity or enforcement of any other term or provision herein.

XI.

Neither party under this Contract shall have the right to assign nor transfer its rights to any third party without prior written consent by the other party.

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of Texas, and all venues shall be in Victoria, Victoria County, Texas.

This Contract is expressly made subject to Victoria County's and CONTRACTING COUNTY'S Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or liability that Victoria County or

CONTRACTING COUNTY has by operation of law. Nothing in this Contract is intended to benefit any third party beneficiary.

XII.

The parties to this Contract will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, will conduct the mediation under the then current rules of the AAA. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Contract.

XIII.

VCJJC agrees that CONTRACTING COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of VCJJC which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. VCJJC agrees that CONTRACTING COUNTY shall have access during normal working hours to all necessary VCJJC facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CONTRACTING COUNTY shall give VCJJC reasonable advance notice of intended audits.

XIV.

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Contract. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

XV.

To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that both parties, their officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to either party as to whether or not the same are available to the public. It is further understood that both parties' officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General,

and that both parties' officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to either party by another party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

XVI.


Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

XVII.

This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF EITHER PARTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE PARTY'S GOVERNING BODY.

Judge Burt Carnes, Chairman
Williamson County Juvenile Board
Date: _____

Chairman
Victoria County Juvenile Board
Date: _____



Judge Dan Gattis
Williamson County Judge
Date: 08-05-08

Donald R. Pozzi
Victoria County Judge
Date: _____

Approved as to Form:

By: _____
Hal C. Hawes,
Assistant Williamson
County Attorney

By: _____
James Gilger, CPA,
Williamson County Contract
Management Auditor

