

STATE OF TEXAS
Johnson County Juvenile Probation

CONTRACT FOR SUBSTANCE ABUSE RESIDENTIAL SERVICES

The Johnson County Juvenile Probation and Nexus Recovery Center hereinafter called Treatment Provider by this Agreement, and in consideration of the mutual promises set forth agree that:

I. PROVISIONS OF SERVICES

The Treatment Provider agrees to provide the following services, which shall be limited to adjudicated juvenile offenders in Texas licensed childcare facilities;

- A. Organized service with designated addiction credentialed clinicians who provide a planned Best Practice regime of treatment consisting of regularly scheduled sessions. The programming includes but is not limited to: Structured living environment with 24 hour awake staff; Counseling – individual and group, family involvement and participation in individual and multi group counseling sessions; Awareness sessions – Social, Living and Coping skills training, relapse prevention (drug-street/gang behaviors-stealing-dealing); Recreational therapy – to teach the use of leisure time, self-esteem enhancement and structured achievement experiences; School and job skills, money and life management skills. Focus sessions to address: Trauma resolution groups for issues of abuse, abandonment, violence, and street/gang affiliation (legal – stealing and dealing). The nature of the client services is correlated to the client's clinical needs. Treatment is provided within a structured program in a residential setting for a minimum of 30 (thirty) hours per week of structured activity that includes ten hours of chemical dependency counseling (including at least one hour of Individual counseling; ten hours of chemical dependency education, or life skills training and ten hours of structured social and/or recreational activities. Students are registered in the Dallas Independent School District and attend school on campus. Limited medical services may be available through Parkland Hospital. HIV testing is provided by UTSW. Screening and assessment is made before admission. Orientation is completed, at admission, with the youth and the parent, when the parent is available. A medical history and examination is required upon admission.

For and in consideration of the above-mentioned services, the Johnson County Juvenile Probation agrees to pay a onetime per diem not to exceed \$180.00 per day.

The treatment provider will pursue DSHS, Medicaid, or other payment should Johnson County funds be exhausted prior to client being ready for discharge; however, if no alternate funding is available Nexus will work with the probation department and family on a reasonable discharge plan.

- B. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Treatment provider, such as weekends, holidays, etc. and that the treatment provider must retain space for the client until his/her return, Johnson County Juvenile Probation will pay the Treatment Provider the above agreed-upon amount for such regularly scheduled days away from the Treatment Provider or its program providing they do not exceed ten (10) days at one time.

- C. If a client makes an unauthorized departure from the Treatment Provider, The Johnson County Juvenile Probation department shall be notified immediately. If the client returns to the Treatment Provider within ten days or prior to the last billing day of the month, whichever shall occur first, the Treatment Provider shall receive payment for those days the client was absent from the Treatment Provider, but not to exceed ten days payment.
- D. The Treatment Provider is under no obligation to retain space for the client in unauthorized departure situations.
- E. Payment is to be made monthly. Claim for payment will be submitted no later than 10 days from the last day of the month for which payment is being requested. Payment is due (30) days after billing. Default by the undersigned in payment will result, at the option of the facility without notice or demand, in collection fees of 33 1/3 percent of the cost of services and all other costs associated with the collection of this debt. To include principal, legal interest, and court costs.
- F. Each Billing should contain the name of the clients for whom payment is being requested along with the number of days (state consecutively) for which payment is being requested
- G. The Treatment Provider is under no obligation to accept a client who is deemed inappropriate for placement in the program by Treatment Provider.
- H. The Johnson County Juvenile Probation agrees to provide each client with a medical examination prior to admission to the Treatment Provider as required by the DSHS.
- I. The Johnson County Juvenile Probation agrees to pay for medical and psychiatric treatment for clients placed with the Treatment Provider who had a pre-existing medical or psychiatric condition, unless treatment for the pre-existing condition is part of the rehabilitation program of the Treatment Provider. The Johnson County Juvenile Probation also agrees to pay for any medical, psychiatric and/or dental bills if:
1. The Treatment Provider demonstrated that an effort has been made to obtain the services without cost to the Johnson County Juvenile Probation through Medicaid, other private and public agencies or the clients parent or guardian; and
 2. The Treatment Provider receives approval from a member of Johnson County Juvenile Probation staff prior to the services being rendered; or
 3. In the Service Agencies opinion, the services cannot be delayed a sufficient time to comply with I.1 and or I.2 above without hardship to the youth and the Treatment Provider notifies a member of Johnson County Juvenile Probation staff of the probable charges the next working day after services are provided.

II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

- A. Clients placed in Nexus Recovery Center receive treatment based on an individualized treatment plan that is designed to meet the clients' needs. The family is expected to become involved in the program by attending regularly scheduled family sessions.
- B. Each client placed with the Treatment Provider shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Treatment Provider staff and appropriate Johnson County Juvenile Probation personnel prior to placement.
- C. The IPP shall be reviewed jointly by the appropriate Treatment Provider staff, the child, and the appropriate Johnson County Juvenile Probation personnel at reasonable intervals, not to exceed ninety (90) day, to assess the client's progress with modification of the IPP being made when indicated.
- D. The IPP shall contain the reasons why the placement will 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 Treatment Provider placement; and shall state how the parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.
- E. Copies of the original IPP and the periodic reviews are to be maintained by the Treatment Provider and the Johnson County Juvenile Probation Placement Officer.
- F. The Treatment Provider shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis
- G. If a child in placement at the Treatment Provider makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Treatment Provider shall notify the Probation Officer and the Johnson County Juvenile Probation Placement officer immediately and ensure that parents and proper authorities are notified.
- H. The Johnson County Juvenile Probation reserved the right to terminate the child's placement at the Treatment Provider at its discretion. The treatment provider must not release a child to any person or agency other than the Johnson County Juvenile Probation without the express consent of the Johnson County Juvenile Probation.
- I. The Johnson County Juvenile Probation must approve the child's participation in any furloughs or home visits.

- J. Unless stipulated by the Johnson County Juvenile Probation, the child may visit freely with parents and relatives at the home in accordance with established Treatment Provider policies.
- K. Suspected or alleged cases of child abuse must be immediately reported to the Johnson County Juvenile Probation Placement Officer and the Department of Human Services.

III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Treatment Provider agrees under section 231.006, Family Code that the Agency named in the contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certificate is inaccurate. Nexus Recovery Center is licensed by DSHS as a Level II Residential Program.
- B. The Treatment Provider agrees to abide by all State and Federal licensure laws.
- C. The Treatment Provider agrees to provide all services on site and will not utilize subcontractors.
- D. The Treatment Provider agrees that it will permit the Johnson County Juvenile Probation to examine and evaluate its program of services provided under the terms of this contract and to review Service Agency client records. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Treatment Provider.
- E. The Treatment provider shall provide to the Johnson County Juvenile Probation such descriptive information on contracted clients as requested on forms provided by the Johnson County Juvenile Probation.
- F. The Treatment Provider agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of the Johnson County Juvenile Probation and the State of Texas books, documents and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- G. The Treatment Provider agrees to maintain these records for three (3) years after final payment or until the state approved audit has been made and all questions there from are resolved.

IV. DEFAULT

The Johnson County Juvenile Probation may, by written notice of default to the Treatment Provider, terminate the whole or part of this contract in any one of the following circumstances:

- (1) If the Treatment Provider fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

(2) If the Treatment Provider fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of (10) days (or such extension as authorized by the Johnson County Juvenile Probation in writing) after receiving notice of default.

V. TERMINATION

- A. The Contract may be terminated by either party without penalty by giving ten (10) days notice to the other party hereto of the intention to terminate. This shall include the unavailability of funds by either party
- B. Termination of the Client's residence with or receipt of services from the Treatment Provider shall occur only after notifying the Johnson County Juvenile Probation Placement Officer of the causes and with sufficient lead-time of at least (10) days to allow alternate placement or referral for service.
- C. The decision of the terminating party shall be final and conclusive unless within (30) days from the date of receipt and a written copy of the decision, the non-terminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Criminal Justice Division. The decision of the Criminal Justice Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

VI. LAW AND REVENUE

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Johnson County.

All parties shall adhere to all applicable state and federal laws and regulations.

VII. Contract Period

The contract period will begin 5/1/2015 and will terminate on 5/1/2016.

JOHNSON COUNTY'S "ADDENDUM A" IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

Johnson County Juvenile Probation

Nexus Recovery Center Incorporated

Address 1102 East Kilpatrick
Cleburne, TX 76031

Address 8733 La Prada Drive
Dallas, TX 75228

By: [Signature]

By: A. Rebecca Crowell

Date: 5/8/15

Date: 5/7/15

By: [Signature]

Date: 5/26/15

11. No officer, member or employee of Johnson County, 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 out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

12. Services provided under this agreement shall be provided in accordance with all applicable state and federal laws and regulations pertinent to the SERVICE PROVIDER'S provision of services.

13. SERVICE PROVIDER certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

14. SERVICE PROVIDER certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The SERVICE PROVIDER states that it is not ineligible to receive State or Federal funds due to child support arrearages.

15. In the event of any conflict between either the terms and provisions of this addendum and the terms and provisions of those contractual provisions tendered to Johnson County, this addendum shall control.

16. Upon reasonable request from Johnson County Juvenile Services or the Johnson County Attorneys Office, Service Provider's employees and agents who have contact with juveniles and their families or who provide program services shall testify in court and shall require a subpoena to be issued.

APPROVED AS TO FORM AND CONTENT:



Johnson County Judge

5/26/15
Date



Johnson County Juvenile Board Chairman

5/8/15
Date



Authorized Representative of Service Provider

5/7/15
Date