

SERVICE PROVIDER CONTRACT
FOR RESIDENTIAL SERVICES

This agreement is made on this the 06/01/2013 by and between Gulf Coast Trade Center, herein referred to as "PROVIDER", and the JOHNSON COUNTY JUVENILE SERVICES, a political subdivision of the State of Texas, herein referred to as "CONTRACTOR".

WHEREAS, PROVIDER operates and manages a Residential Placement Center in Texas and has contracted with various other probation departments for the housing of juveniles; and

WHEREAS, the Residential Placement Center operated by PROVIDER has been duly inspected and certified as being suitable for the placement of juveniles by the Texas Juvenile Justice Department and/or by the Texas Department of Family and Protective Services;

WHEREAS, the Texas Juvenile Justice Department and/or the Texas Department of Family and Protective Services have approved the programs, policies and procedures under which PROVIDER manages the facilities;

NOW, THEREFORE, the PROVIDER and CONTRACTOR agree as follows:

ARTICLE I

1.01 PURPOSE: The purpose of the Contract is to provide housing in any Residential Placement Center operated by PROVIDER in the state of Texas for juveniles from the County of Johnson that have been adjudicated delinquent and placed on probation, and are court ordered as a condition of probation to be placed in a Post-Adjudication Placement, or Residential Treatment Center. PROVIDER will provide quality services including clearly defined goals, outputs, and measurable outcomes as shown on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

ARTICLE II

2.01 TERM: The term of this Contract is for a period commencing on the 06/01/2013, and ending no later than 05/31 /2014. This Contract shall automatically renew and extend for an additional one year period on the first day of May of each succeeding year unless COUNTY gives written notice to SERVICE AGENCY not less than 30 days prior to the first day of September of such succeeding anniversary. 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 Johnson County Juvenile Board. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates and sums set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract. CONTRACTOR shall remove, on or before termination date, all juveniles placed by CONTRACTOR in the Residential Placement Center.

ARTICLE III

3.01 FACILITIES: PROVIDER agrees to provide room, board, and 24 hour daily supervision and approved educational program, recreational facilities, and counseling to those juveniles housed in any Residential Placement Center operated by PROVIDER. Such space and service shall be provided by PROVIDER at the request of CONTRACTOR. Such space, however, will be provided by PROVIDER to CONTRACTOR on a space available basis.

CONTRACTOR specifically agrees that any juvenile placed with PROVIDER may be housed at any Residential Placement Center operated by PROVIDER that has been certified by its respective County Juvenile Board, and CONTRACTOR further agrees that any juvenile may be transferred to another Residential Placement Center operated by PROVIDER. PROVIDER will give CONTRACTOR forty-eight (48) hours notice before transferring a juvenile. In an emergency situation, PROVIDER will notify CONTRACTOR within twelve (12) hours of the juvenile's transfer to another Residential Placement Center. PROVIDER agrees to adhere to all applicable state and federal laws and regulations in providing the above described services.

3.02 PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities), the Service Provider, if providing services in a secure correctional facility under this contract, shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act. At least once during the three-year period beginning on August 20, 2013 and at least once during each three-year period thereafter, Service Provider shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to CONTRACTOR upon request.

3.03 MEDICAL: PROVIDER shall notify CONTRACTOR of any medical emergency or condition requiring medical care within one (1) regular working day of its occurrence. CONTRACTOR agrees to be responsible for payment for medical care rendered to Johnson County juveniles and to pay for emergency examinations, treatments, and hospitalization in the event the parent of the child and/or the child's medical insurance does not cover the cost. **Provider agrees to file for Medicaid on behalf of the juvenile if: a) the juvenile is not Title IVE eligible; or b) the juvenile is not covered under private insurance by the parent. Provider will forward a copy of the Medicaid card to the contractor.**

ARTICLE IV

4.01 SERVICES AND FEES: In addition to the general services provided under this Agreement, specific services to be rendered to an individual Johnson County juvenile are specified in Exhibit B which is attached hereto and made a part hereof for all purposes. For services rendered under this Agreement, CONTRACTOR shall pay the agreed Level of Care Rate specified in Exhibit B for each day the CONTRACTOR has the juvenile in any facility operated by PROVIDER. Charges will include the day of admittance, regardless of the hour of admittance; plus the number of days until released; including the day of release, regardless of hour of release. (Level of Care Rates often change yearly according to TDFPS (Texas Department of Family and Protective Services); CONTRACTOR will adopt the new LOC rates as directed by TDFPS for each contracted juvenile in residential placement. The LOC rate change will be indicated on the first monthly invoice following the direction of TDFPS.)

4.02 BILLING: PROVIDER agrees to furnish CONTRACTOR an itemized bill, which shall include the name of the juvenile, the daily charges specified above and all reimbursable expenses incurred by PROVIDER for Johnson County juveniles for each month of service. Billing will be sent each month by the 10th of the month.

Billing documents shall be forwarded to:

**Johnson County Juvenile Services
Attn.: Jennifer Franklin
1102 E. Kilpatrick, Suite C**

Cleburne, Texas 76031

4.03 **PAYMENT:** Payment shall be made monthly within thirty (30) days after receipt by CONTRACTOR of Provider's monthly invoicing.

Payment shall be made to: **Gulf Coast Trades Center
143 Forest Service Rd 233
New Waverly, TX 77358**

Pursuant to the Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- A. The date the governmental entity receives the goods under the contract;
- B. The date the performance of the service under the contract is completed; or
- C. The date the governmental entity receives an invoice for the goods or service.

4.04 **ACCOUNTING AND INSPECTION:** PROVIDER will account separately for any and all state funds paid to PROVIDER by CONTRACTOR. PROVIDER will provide access to CONTRACTOR to records relating to Johnson County juveniles or that may be necessary to monitor Provider's performance under this contract. PROVIDER will retain all applicable records for a minimum of three (3) years or until any pending audits have been completed or questions answered regarding the financial records have been resolved. Provider shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

4.05 **TJJD INSPECTION:** CONTRACTOR shall keep all records relating to Johnson County juveniles and make them available for inspection by the Texas Juvenile Justice Department.

4.06 **AUDIT BY STATE AUDITOR:** 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 provider and the requirement to cooperate is included in any subcontract it awards.

ARTICLE V

5.01 **PLACEMENT PERIOD:** Juveniles placed in any residential placement facilities shall be removed by CONTRACTOR, its agents, servants or employees at the time specified by the Court Order issued by the Judge of the Johnson County Juvenile Court.

5.02 **CHARGES FOR TRANSPORTATION:** Should a juvenile in residential care not be removed by CONTRACTOR, its agents, servants, or employees as provided in Section 5.02 by 12:00 noon of the last day of placement; PROVIDER will immediately deliver the juvenile to the Johnson County Juvenile Court or a person authorized by the CONTRACTOR to receive juveniles. CONTRACTOR shall be charged \$.48.5 per mile for each mile traveled.

5.03 **ORDERS OF RELEASE:** Unless an Order for Release has been delivered that is signed by the Judge of the Johnson County Juvenile Court, juveniles placed in any Residential Placement Center operated by PROVIDER shall not be removed from the Center prior to the

expiration of the term and conditions contained in the Court Order except by the Probation Officer or as allowed in Section 5.04 below.

5.04 EXAMINATIONS: If a juvenile is placed in a Residential Placement Center operated by PROVIDER, and if found, in the sole judgment of PROVIDER to be mentally or physically unfit, dangerous and/or unmanageable or the juvenile's mental or physical condition might endanger that juvenile or other occupants of the Residential Placement Center, then PROVIDER will immediately give notice to a person or persons authorized by CONTRACTOR to remove the juvenile, and said juvenile shall be removed by an authorized person promptly, but in no event longer than (12) hours. In the event said juvenile is not removed, PROVIDER is hereby authorized to immediately deliver the juvenile to the CONTRACTOR or person authorized by CONTRACTOR to receive juveniles. CONTRACTOR shall be charged the cost of transportation in accordance with Section 5.02 above.

5.06 ACCEPTANCE: PROVIDER agrees that any Residential Placement Center operated by PROVIDER will accept any juvenile qualified hereunder, without regard to such juvenile's religion, race, creed, color, or national origin.

ARTICLE VI

6.01 OPERATION: Nothing in this contract shall be construed to permit CONTRACTOR, its agents, servants or employees in any way to manage, control, direct or instruct PROVIDER, its servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of any Residential Placement Center operated by PROVIDER.

ARTICLE VII

7.01 CONFIDENTIALITY & IDEMNIFICATION: In consideration of PROVIDER and/or its representatives or agents agreeing to provide access to information or records pertaining to a juvenile placed in the Residential Placement Center by CONTRACTOR, CONTRACTOR agrees, to the extent permitted by the Constitution and laws of the State of Texas, to indemnify and hold harmless PROVIDER for any damages and/or claims, including but not limited to attorney's fees incurred in the event that any breach of confidentiality occurs as a result of PROVIDER providing the information or records to CONTRACTOR.

ARTICLE VIII

8.01 DUTY TO REPORT: As required by §261.101 and §261.405 of the Texas Family Code and §358.420 of the Texas Administrative Code, Service Provider shall report any allegation or incident of abuse, neglect, or exploitation, of any child alleged to have occurred outside of the juvenile justice system within twenty-four (24) hours from the time the allegation is made, to all of the following:

- A. Local law enforcement agency; and
- B. The Texas Department of Family and Protective Services (DFPS), Texas Commission on Alcohol and Drug Abuse, or the Texas Department of State Health Services; and
- C. CONTRACTOR to facsimile number 817-556-6877.

- 8.02 As required by §358.400(c) of the Texas Administrative Code, Service Provider shall report any allegation or incident of abuse, exploitation, or neglect of a juvenile, alleged to have occurred while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. The Texas Juvenile Justice Department; and
 - B. Local law enforcement (such as the County Sheriff's Office).
- 8.03 As required by §358.500(b) and (c) of the Texas Administrative Code, Service Provider shall report any allegation or incident of serious physical abuse or sexual abuse of a juvenile alleged to have occurred while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program to all of the following in the time frames prescribed:
- A. Local law enforcement (such as the County Sheriff's Office) by phone within one (1) hour from the time the allegation is made; and
 - B. The Texas Juvenile Justice Department by phone (877-786-7263) within four (4) hours from the time the allegation is made. Within twenty-four (24) hours from the report by phone, Service Provider shall submit a completed Incident Report Form to the Texas Juvenile Justice Department at its facsimile number (512-424-6716).
- 8.04 As required by §358.600(b) and (c) of the Texas Administrative Code, Service Provider shall report the death of a juvenile that occurs while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program; or emanates from an illness, incident or injury that occurred or was discovered or reported on the premises of a juvenile probation department, facility, or program; or occurs while in the presence of an employee, intern, volunteer, contractor of Service Provider regardless of location, to all of the following in the time frames prescribed:
- A. Local law enforcement (such as the County Sheriff's Office) by phone within one (1) hour from the time the allegation is made; and
 - B. The Texas Juvenile Justice Department by phone (877-786-7263) within four (4) hours from the time the allegation is made. Within twenty-four (24) hours from the report by phone, Service Provider shall submit a completed Incident Report Form to the Texas Juvenile Justice Department at its facsimile number (512-424-6716).
- 8.05 As required by §358.300 of the Texas Administrative Code, Service Provider shall report any allegation or occurrence of a serious incident, as defined in §358.100(21) and further defined in §358.100(4), (7), (20), (29), and (30), while the child is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program, within twenty-four (24) hours from the time the allegation is made or occurrence is known, to all of the following:
- A. The Texas Juvenile Justice Department; and
 - B. Local law enforcement (such as the County Sheriff's Office).

- 8.06 For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

ARTICLE IX

9.01 DISCLOSURE OF INFORMATION: Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

- A. Any and all corrective action required by any of Service Provider's licensing authorities;
- B. Any and all litigation filed against the Service 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 Service Provider that has direct contact with juveniles;
- D. All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that have been placed by Juvenile Probation;
- E. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- G. The identity of any of Service 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 adjudication within the past five years.
- H. Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider, prior to placing that individual in a position that involves direct contact with juveniles, and that Juvenile

Probation, in its sole discretion, may determine that the safety of children being served under this Agreement precludes such individual from being placed in a position that involves direct contact with juveniles.

ARTICLE X

10.01 REPRESENTATIONS & WARRANTIES: PROVIDER hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Johnson, or any political subdivision thereof;
- C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement;
- D. 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 Probation Commission administrative rules regarding abuse, neglect and exploitation allegations; and
- E. That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

ARTICLE XI

11.01 SANCTIONS & PENALTIES: The CONTRACTOR may upon 30 calendar days written notice to the PROVIDER, terminate the contract in any one of the following circumstances:

- A. If the PROVIDER fails to comply with CONTRACTOR'S reporting requirements, the objectives, terms, conditions or standards of this contract, applicable federal, state or local laws, rules, regulations and ordinances, or any other requirements set forth in this contract;
- B. If the PROVIDER fails to perform the work and services required by this contract within the time specified herein or any extension thereof;
- C. If the PROVIDER fails to correct its noncompliance with any term(s) or provision(s) of this contract within 30 calendar days (or any extension as authorized by the CONTRACTOR in writing) after receiving notice of noncompliance from the CONTRACTOR:

- D. If funds allocated to CONTRACTOR by the state should become reduced, depleted or unavailable during the contract term.
- E. Contract may be mutually terminated by the contractor and provider with written notice received and signed by both parties; the termination may be with or without cause.
- F. If contract is terminated by the Contractor due to noncompliance or substandard compliance the provider may be required to refund the payments they received from the Contractor from the date of the documented breach of contract; the request for refund shall be made in writing to the Provider from the Contractor within 30 days of the termination of the contract.
- G. If contract is terminated by the Contractor for any of the reasons listed above the Provider may be ineligible for future contracts if the Provider is unable to rectify the reason/s for the termination.
- H. Prior to the Contractor terminating a contract with the Provider due to noncompliance or substandard compliance, the Contractor may withhold, suspend or reduce the payment made to the Provider for the time frame granted to the Provider to correct the noncompliance or non-performance; if the Provider is unable to correct the noncompliance or non-performance within the time frame allotted the contract shall be terminated.

ARTICLE XII

12.01 ENTIRE AGREEMENT: This agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter of this agreement which is not contained herein shall be valid or binding.

ARTICLE XIII

13.01 APPLICABILITY: This Agreement shall insure solely to the benefit of the parties hereto and not to any third party recipients or supplier of services.

ARTICLE XIV

14.01 ASSIGNABILITY: This Agreement is not assignable.

ARTICLE XV

15.01 ATTORNEY'S FEES: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he may be entitled.

ARTICLE XVI

16.01 GOVERNING LAW: The validity of this Agreement and of 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 venue of any litigation that may become necessary shall be in Johnson County, Texas.

ARTICLE XVII

17.01 AMENDMENT: This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

ARTICLE XVIII


18.01 LEGAL CONSTRUCTION: 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, such provisions shall be treated as if they had never been contained herein and the Agreement shall be considered valid and enforceable.

ARTICLE XIX

19.01 AUTHORITY: The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

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

PROVIDER




Bill Gholson, L.M.S.W.
Executive Director

CONTRACTOR



Robert Mayfield
Johnson County
Juvenile Board Chairman



Roger Harmon
County Judge

6/24/13

CERTIFICATE OF ELIGIBILITY
TO RECEIVE STATE FUNDS

“Under Section 231.006, Family Code, the undersigned certifies that the PROVIDER is not ineligible to receive the specified grant, loan or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”



Provider

Date

EXHIBIT A

This "Exhibit A" is attached to and made part of the Service Provider Contract for Residential Services.

Program Goals: Provider shall strive to teach all children placed in the facility to exhibit a greater degree of self-discipline and self-control, to learn social skills, to refrain from hostile aggressive acts toward others and to progress toward a lifestyle free from delinquent behavior. Provider shall work with each individual child and family to reach a positive permanency plan that meets the best interest of the child upon his release, and assists the child in preventing recidivism.

Output Measures:


Provider agrees to complete and forward to the Contractor the following written documents:

- 1) Initial Treatment (Case Plan) Plan within 30 days of placement date;**
- 2) Review of Treatment Plan every 90 days;**
- 3) Monthly Progress Reports;**
- 4) Six Weeks Progress Reports and Transcripts from School; and**
- 5) Discharge Summary with Aftercare Plan.**

Outcome Measures: Both parties recognize that a variety of factors affect the outcome of a given case and that any statement of Outcome Measure or the success of an entire program is an estimate. Furthermore, the contract does not express a minimum or maximum number of referrals. However, Provider shall strive to provide the highest possible success in the outcome of its treatment. In the event Provider serves more than one client, Provider agrees to keep track of its success rate using reasonable measures available to it.

Required Measurements: Provider shall be required to measure the juvenile's progress toward goals in the following 9 domains:

1. Medical Domain
2. Safety and Security Domain
3. Recreational Domain
4. Educational Domain
5. Mental/Behavioral Health Domain
6. Relationship Domain
7. Socialization Domain
8. Permanence Domain
9. Parent and Child Participation Domain



Provider Date

EXHIBIT B
SPECIFIC SERVICES AND FEES FOR
JOHNSON COUNTY JUVENILE PROBATION
CONTRACT FOR RESIDENTIAL SERVICES

THIS EXHIBIT B to the CONTRACT FOR RESIDENTIAL SERVICES is for the purpose of setting out the specific services to be provided to the individual juvenile specified below by the PROVIDER and the fees to be paid to PROVIDER by CONTRACTOR for those services.

I. CONTRACTING PARTIES:

CONTRACTOR: Johnson County

PROVIDER: **Gulf Coast Trades Center**

STATEMENT OF SERVICES TO BE PERFORMED: (Services to be rendered must be specifically listed and in sufficient detail to clearly describe the services contracted for.)

Residential treatment for level of care

Moderate – Level of Care Rate	\$96.17 per day.
Specialized- Level of Care Rate	\$138.25 per day.

Level of Care is to be established after review of the psychological exam by the provider and agreed upon by both parties prior to admission into the program.

*Note: LOC Rates often change yearly according to TDFPS (Texas Department of Family and Protective Services); this department will adopt the new LOC rates as directed by TDFPS for each contracted juvenile in residential placement. The LOC rate change will be indicated on the first monthly invoice prepared by the Provider following the direction of TDFPS.



Provider

Date