

STATE OF TEXAS            }  
                                          }  
COUNTY OF BELL         }           **Contract for Residential Juvenile Offender Services**

This contract and agreement is entered into by and between the **Bell County Juvenile Board** and the County of **Johnson County** (Contracting County), acting by and through their respective duly authorized representatives, to be effective from September 1, 2013 through August 31, 2014, pursuant to its provisions.

**I. Purpose**

1. This contract and agreement is entered into for the purpose of placement by Contracting County of children alleged to have committed acts of delinquency or acts indicating a need for supervision, as ordered by a Juvenile Court, into Bell County’s juvenile detention facility, whether said children are in pre-adjudicated, pre-dispositional, or post-dispositional status as prescribed by an appropriate court.

2. In accordance with this agreement, Bell County shall provide both a short-term detention facility and/or a long-term residential treatment program in compliance with applicable Texas Juvenile Justice Department standards and regulations.

3. Bell County will accept any child, as qualified hereunder, in its facility without regard to said child’s religion, creed, race, color, sex, or national origin, nor discriminate against any child on such basis.

**II. Services Provided**

1. Bell County will provide room, board, 24-hour per day supervision and care in accordance with applicable laws, state or federal. In addition, Bell County will provide program components, which, at a minimum, will include Texas Education Agency-approved educational programs, appropriate counseling programs, and process groups. Additional programs under the long-term residential program will include anger management, life skills, and substance abuse components, as required. Specific goals and outputs will be identified for each long-term resident, and measurable outcomes relating to established program objectives will be documented.

2. In addition, Bell County will be responsible for medical examinations within the facility for said children, as necessary, and/or treatment and/or hospitalization outside the facility, with prior written approval of Contracting County, if feasible, also as necessary. If emergency examination, treatment and/or hospitalization of a child under this agreement is required, Bell County, or its agent is authorized to secure said medical services, or transfer to other tertiary care centers, at the expense of Contracting County, and Contracting County agrees to indemnify, to the extent permitted by law, and hold harmless Bell County, its representatives, agents, and employees from any and all liability for charges for reasonable and necessary medical treatment, examination, and/or hospitalization. Bell County, or its designee, shall

notify the appropriate county and parent/guardian of such emergency within twenty-four (24) hours of its occurrence.

3. Contracting County will be permitted to periodically examine and evaluate both the facilities, programs, and appropriate records maintained by Bell County and provided under the terms of this agreement, including on-site visitation, observation of programs in operation, and interviews with the children placed by said county. Bell County will keep a record of all services provided to Contracting 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 Contracting County. Bell County will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.

4. Bell County will provide to Contracting County such information on children placed with the facility by said county as requested on forms to be provided by Contracting County. Bell County shall maintain strict confidentiality of all information and records relating to said children except as may be otherwise required by law or to the extent necessary to further performance of services under this agreement.

### **III. Evaluation Criteria**

1. The performance of Bell County in achieving the goals of the Contracting County will be evaluated on the basis of the output and outcome measures contained in this section. Contracting County, at its discretion, may use other means or additional measures to evaluate the performance of Bell County in fulfilling the terms and conditions of the Agreement.

- a. Contracting County shall evaluate Bell County's performance under this Agreement according to the following specific performance goals of Bell County.
  - (1) Ensure children complete residential placement.
  - (2) Prevent re-referrals of children during the six (6) months following release from residential placement.
  - (3) Ensure children advance in their phase system as they progress in the treatment program.
- b. Contracting County shall additionally evaluate Bell County by the following output measures (in actual numbers of units of service and activities):
  - (1) The total number of children placed in residential placement.
  - (2) The total number of children discharged from residential placement successfully.
  - (3) The total number of re-referrals of children discharged from placements within six (6) months after release.
  - (4) The total number of children who advance in the phase system.
  - (5) The average length of time before a child advances in the phase system.
- c. Contracting County shall further evaluate Bell County by the following outcome measures:

- (1) Percentage of children in residential placement who will complete their placement as a successful discharge.
  - (2) Percentage of children who have completed their placement and no re-referrals within six (6) months after release.
  - (3) Percentage of children who advance in the phase system.
- d. Failure to reach any specified goals by a juvenile shall not give rise to the contracting county for any cause of action or suit against Bell County for breach of contract, failure of consideration, specific performance nor any other cause of action at law or in equity.

#### IV. Terms

1. The term of this contract shall be twelve (12) months from the effective date of this agreement.

2. Either party may terminate this contract and agreement for any reason by notifying the other party in writing, ten (10) days in advance, by certified delivery or personal delivery to the other party's principal address, or the intention to terminate the contract. Contracting County shall remove all children placed in the facility on or before the termination date.

3. At a minimum any juvenile court order under which children are placed in the detention facility shall require the child to follow all rules and regulations relating to conduct, as fixed and determined by Bell County and/or the staff of the facility. The child shall be released from the facility to Contracting County or appropriate responsible adult on or before the date any such order expires.

4. If a child, after his or her placement, and in the sole judgment of Bell County, or its agent, is found or reasonably believed to be mentally and/or physically unfit, dangerous, unmanageable, unsuitable for a given program, or a combination of such conditions or characteristics, or whose mental or physical health condition would or might endanger the child or other occupants of the facility, then upon notice to the Contracting County, the Contracting County shall remove or cause to be timely removed said child from the facility. Efforts shall be made within 24 hours of said notice to remove said child from the facility, but in no event, more than 48 hours of said notice.

5. It is specifically understood that acceptance of any child in the facility will be determined on a space available basis, and that children placed in the facility by Bell County shall receive priority. Contracting County shall call Bell County prior to transporting a child to Bell County's facility to ensure that space is available. Children referred for long-term placement shall complete the necessary referral process prior to placement. In the event that maximum capacity of occupation of the facility is reached, Bell County has the right, and Contracting County agrees, to ask that Contracting County remove whatever number of children that it has placed in the facility necessary to maintain a proper occupancy rate, and

Contracting County shall immediately remove whatever number of children is requested to be removed. Contracting County may reserve Post-Residential space in the facility.

6. Bell County shall adhere to all applicable state and federal laws and regulations pertinent to the services offered herein, including the standards promulgated by the Texas Juvenile Justice Department.

7. A copy of the appropriate juvenile court order for any child placed with the facility shall be provided Bell County at the time the child is transported to the facility, as well as all appropriate pre- and post-adjudication paperwork as required by the Texas Juvenile Justice Department, or its successor agency.

8. Bell County will give Contracting County at least ten (10) days notice prior to discharging a child, except in circumstances in which the child is determined to be a danger to self or others in which the child shall be immediately and timely removed from the facility by Contracting County pursuant to IV. 4. of this contract.

9. Any furlough of a child placed in the facility with a parent, guardian, custodian, or other responsible adult shall be allowed only with the prior written permission of Contracting County or other appropriate juvenile court.

10. It is understood and agreed that a child placed in the facility shall not be discharged there from without receipt by Bell County of a properly certified order signed by the judge having juvenile jurisdiction and Contracting County, or proper written authorization of the Juvenile Probation Department initially detaining the child.

11. Bell County shall report any allegation or incident of abuse, exploitation, or neglect of any child in the facility, whether or not placed by Contracting County, immediately but no later than one (1) hour to local law enforcement, immediately but no later than four (4) hours to the Texas Juvenile Justice Department, and immediately but no later than twenty four (24) hours to the Contracting County.

12. Bell County certifies that its employees comply with all standards allowing direct contact with children within the facility, including criminal history background, and have not been the subject of any investigation by a regulatory or law enforcement agency causing a reason to believe possible abuse, neglect, or exploitation of a child. It further certifies that no registered sex offender, whether a subcontractor or employee, or agent thereof, shall be in contact with any child held in the facility.

13. To the extent permitted by law, Contracting County agrees to indemnify and hold harmless Bell County, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including, but, not limited to any injury to persons or property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions, of Contracting

County, its agents, servants, employees, consultants, or invitees, in the execution or performance of this agreement.

## **V. Compensation and Payment**

1. Contracting County agrees to pay Bell County the sum of \$95.00 per day for each child placed in Bell County Detention Facility as a general offender. Contracting County agrees to pay \$105.00 per day for each child placed in the facility as a sex offender. It is specifically understood by the parties that all payments by Contracting County shall come from currently budgeted funds.

2. Contracting County further agrees to pay or reimburse Bell County for any expenditure incurred as a result of medical or dental examination, treatment, or hospitalization of any child placed with the facility.

3. Bell County shall monthly invoice Contracting County for payment and reimbursement under this agreement, and Contracting County agrees to make timely payment. Bell County shall maintain all applicable records for a minimum of three (3) years or until any pending audits or other questions arising there from have been resolved. Bell County shall account separately for the receipt and expenditure of any and all funds received under this agreement.

4. Acceptance of funds under this agreement 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 funds expended or received by Bell County. Both parties agree to cooperate fully with the State Auditor's Office or successor and the conduct of such audit or investigation, including the provision of all records requested. Bell County will require the same agreement to cooperate on the part of any subcontractors that may provide related services to Bell County.

- a. Bell County shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Contracting County shall account separately for state funds received and expended utilizing the Generally Accepted Accounting Practices (GAAP).
- b. It is understood and agreed by Bell County that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- c. Bell County will provide certification of eligibility to receive State Funds as required by Texas Family Code 231.006.

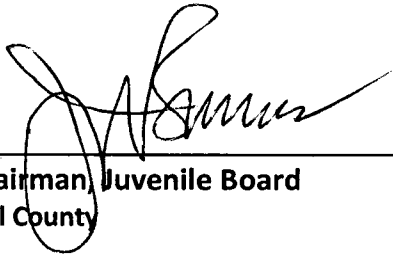
## **VI. Additional Terms & Agreement**

1. Bell County complies with the standards of the Prison Rape Elimination Act (PREA) and has zero tolerance towards all forms of sexual abuse, sexual harassment, and retaliation for reporting or assisting in the investigation of such incidents.
2. All agencies contracting with Bell County for placement of residents have the right to monitor the facility to ensure compliance with PREA standards.
3. If a resident from the Contracting County alleges that he/she was abused while in the custody of Bell County, an administrative investigation of the incident will be conducted and Bell County will refer the allegation to the Killeen Police Department for criminal investigation.
4. Bell County will contact the Contracting County's Chief Juvenile Probation Officer as soon as possible, but within seventy two (72) hours, to inform him/her of the allegation and will provide periodic updates as to the status of the ongoing investigations.
5. The resident victim will be offered a forensic medical exam at no financial cost to the resident or the Contracting County where evidentiary or medically appropriate, a victim advocate for support during the forensic medical examination, investigation interviews, and as needed for emotional support, crisis intervention, information, and referrals.
6. Bell County will provide medical and mental health services to any resident who has been the victim of sexual abuse while confined in Bell County at no cost to the resident or Contracting County for the duration of care as determined by a qualified medical and mental health practitioner.

## **VII. Miscellaneous**

1. No provision of this contract and agreement may be assigned without the prior written consent of the parties thereto.
2. The parties agree that this agreement and contract constitutes the sole and only agreement of the parties hereto, that it supersedes any prior agreement or understanding regarding the subject matter within, and no provision of this agreement may be revised or amended without the written agreement of both parties.
3. In the event of any legal action arising under this agreement, the laws of Texas shall apply and venue shall be in Bell County, Texas.
4. All notices to the Bell County Juvenile Department shall be sent to: 4800 E. Rancier, Killeen, Texas, 76543. All notices to Contracting County shall be sent to .

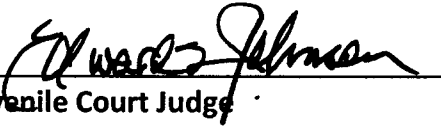
Effective Date: September 1, 2013.



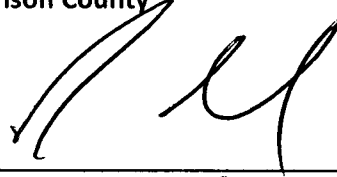
Chairman, Juvenile Board  
Bell County



County Judge  
Johnson County



Juvenile Court Judge  
Bell County



Director / Chief ~~Chairman~~  
Johnson County Juvenile Probation Board

## Exhibit "A"

### JUVENILE CONTRACT TERMS

#### ADDENDUM

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This agreement is between **Johnson County** and **Bell County Juvenile Board** hereinafter known as SERVICE PROVIDER.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Bell County, Texas.
2. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its 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 Open Records Act.
3. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
4. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted.
5. The parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an Agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.
6. Pursuant to Texas Government Code, a payment by a governmental entity is overdue on the 31st day after payment is due and pursuant to Texas Government Code, an overdue payment bears interest at the rate of 1 percent each month. Therefore, all provisions to the contrary are hereby deleted.
7. SERVICE PROVIDER agrees to account separately for the receipt and expenditure of any and all funds received from Johnson County under this contract.
8. SERVICE PROVIDER shall retain all records for a minimum of three years or until any pending audits and all questions arising there from have been resolved and shall make available for the Texas Juvenile Justice Department inspection, all contractual agreements with any SERVICE PROVIDER subcontractors.
9. SERVICE PROVIDER will take affirmative action to ensure that applicants are employed and treated during employment without regard to their race, religion, color, sex, national origin, age, or handicap.
10. SERVICE PROVIDER agrees that it shall adopt and implement work place guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees, clients, staff and residents served by the Juvenile Probation Department.



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.

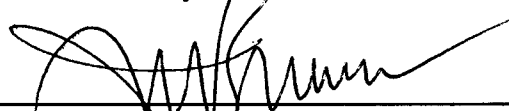
APPROVED AS TO FORM AND CONTENT:

  
\_\_\_\_\_  
Johnson County Judge

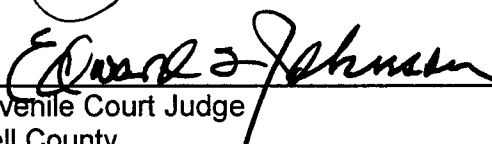
5/27/14  
Date

  
\_\_\_\_\_  
Johnson County Juvenile Board Chairman

5/13/14  
Date

  
\_\_\_\_\_  
Chairman, Juvenile Board  
Bell County

4-29-14  
Date

  
\_\_\_\_\_  
Juvenile Court Judge  
Bell County

4-28-14  
Date