

GLEN MILLS SCHOOLS  
PURCHASE OF SERVICES AGREEMENT

This agreement is made and entered into between the Glen Mills Schools whose business address is P.O. Box 5001, Concordville, Pennsylvania 19331, (hereinafter referred to as "Provider"), and Johnson County, Texas a political subdivision of the State of Texas, acting through the Johnson County Juvenile Services Department, (hereinafter referred to as "Placing Agency").

Whereas Provider is licensed by the Pennsylvania Department of Public Welfare to provide residential and educational Child Welfare Services for children and youth, and is desirous of making such services available to Placement Agency; and

Whereas Placement Agency has the legal authority and desires to enter into an agreement with Provider to provide child welfare services to any child (hereinafter referred to as "Child") referred by Placement Agency.

Now, therefore, the parties intending to be legally bound, hereby agree as follows:

**Section 1. TERM OF AGREEMENT**

The term of this contract shall commence on August 1, 2014 and shall end on July 31, 2015. This Contract shall automatically renew and extend for an additional one year period on the first day of August of each succeeding year unless County gives written notice to Service Provider not less than 30 days prior to the first day of August of such succeeding anniversary. This renewal and extension is subject to the availability of funds for the contract year and to the allocation of funds to meet the terms of this contract. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract.

The amount of payment may be modified by a written amendment agreed to by SERVICE PROVIDER and by the Director of Juvenile Services on an annual basis, subject to the approval of the Johnson County Juvenile Board. Such modification of the payments due for services to be performed pursuant to a contract renewal shall be in writing and shall coincide with the annual renewal and extension of the contract.

It is understood, by all parties that payment obligations created by this contract are conditioned upon the availability of State and Federal funds appropriated or allocated for the payment of such obligations.

**Section 2 SERVICES**

Prior to acceptance of the child into the program, Placement Agency shall present to Provider a family summary, court summary, a social summary and a medical history as a minimum, and where available, related educational information, psychological and psychiatric evaluations.

Upon official notice of acceptance, Placement Agency shall provide Provider all medical records, dental records and consent forms in its possession. Prior to or at the time of admission, Placement Agency shall provide Provider with a copy of the

## Court Commitment Order.

The Provider in conjunction with a representative from the Placement Agency and other interested parties shall develop an "individual service plan" outlining goals, anticipated length of stay, treatment objectives and plans for each child in placement. Provider shall review the child's individual service plan monthly and make available to the Placement Agency a copy of this monthly progress report upon request.

Provider agrees to provide the necessary residential and educational child welfare services to child once child is admitted, including arranging visits between child and his family. If Provider determines it is unable to provide the contracted services after said child is in placement, Provider will notify Placement Agency immediately and will work with Placement Agency to develop an alternative plan for the reevaluation and removal of the child from Provider's care.

### Section 3 WORK AND PROGRAM DETAIL

Provider represents that it is located at the Glen Mills Schools, Glen Mills, Pennsylvania, 19342 on a site of approximately 800 acres. Glen Mills Schools consists of multiple living units, study and work areas, athletic facilities, food service facilities and additional support facilities necessary and appropriate to provide child care services. In addition, Provider employs a fully trained staff to operate Provider's facilities and programs.

Provider provides child welfare services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year. The residential program generally runs from 8:00 a.m. through 9:00 p.m., Monday through Friday and includes but is not limited to competency development in the areas of Pro-social skills, Moral Reasoning, Academic skills, Career and Technical skills, life and independent living skills; as well as Organized Activities. Special weekend programs are scheduled to meet the individual child's needs and requirements. In addition, individual specialized counseling is available as needed.

### Section 4 MEDICAL/DENTAL

It is the responsibility of Placement Agency to furnish to Provider before or at the time of admission the appropriate Medical Assistance card or third party medical insurance coverage. In a non-emergency situation, Placement Agency will be notified in advance of any recommended treatment not covered by Medical Assistance or third party medical insurance. Placement Agency will be responsible for the cost of any treatment that is recommended but not otherwise covered. In an emergency situation, no prior approval by Placement Agency is necessary. Placement Agency will be notified of the emergency situation as soon as circumstances permit and Placement Agency will be responsible for the payment of any and all emergency medical and/or dental treatment beyond what is covered as part of the per diem rate.

### Section 5 INITIAL CLOTHING ALLOWANCE

It is the responsibility of the Placement Agency to provide, at the time of placement, a basic seasonal wardrobe, sufficient to meet the child's needs. Upon placement, the Provider will inventory the clothes sent with the child. A written inventory will be submitted to the Placement Agency. If upon admission the initial wardrobe proves to be inadequate, the Placement Agency will authorize the purchase of necessary clothing, at

a cost not to exceed \$250.00. The Provider shall submit an invoice to the Placement Agency with the actual cost of the clothing within sixty (60) days of the date of Placement Agency's authorization. Placement Agency agrees to remit payment for the clothing within sixty (60) days of the date of submission of the invoice.

Provider shall be responsible for maintaining the child's wardrobe, including purchasing replacement clothing when necessary, for the duration of the placement. The cost of maintaining clothing is included in the per diem rate.

Provider shall ensure that the child is discharged with a wardrobe equivalent to the initial basic wardrobe purchased for the child at the time of admission. Upon discharge a written inventory of the clothing will be maintained and made available to placement Agency upon request. The inventory list will be maintained for a period of three years. In the case of an emergency discharge that results in the wardrobe not leaving with the child, it shall be the joint responsibility of the Provider and Placement Agency to make arrangement for returning the child's clothing to the child within fourteen (14) days of discharge.

## **Section 6 REPORTS**

Provider shall maintain records and shall, upon reasonable request, provide Placement Agency the following:

a. Quarterly Reports:

Provider shall submit to Placement Agency a written report regarding the child's progress in accordance with his Individual Service Plan. This report shall include an evaluation of the child's current status and Provider's treatment goals.

b. Discharge Report:

Provider shall submit to Placement Agency a discharge summary within ten (10) working days following notification of discharge.

## **Section 7 CONSIDERATION**

In consideration for the residential child care services provided by the Provider under the terms of this Agreement, for youth referred to it by the Placement Agency and accepted by the Provider, Placement Agency agrees to reimburse Provider in accordance with the terms specified in Appendix A (Rates) attached hereto and incorporated herein as if set forth in full.

Provider will submit a bill to the Placement Agency by the tenth working day of the month following the month in which services were provided to the child. The bill will list the names of youth for whom services were provided, the number of days services were provided for each youth along with the per diem rate

Placement Agency shall issue payment within thirty (30) days from its receipt of Provider's bill unless written notification as described below is submitted to Provider. Reimbursement for bills should be addressed as follows:

Glen Mills Schools  
P. O. Box  
821407  
Philadelphia, PA 19182-1407

Questions or discrepancies with regard to the bill must be submitted in writing to Glen Mills Schools within ten (10) days of receipt of bill at the address in Section 8 below and will be negotiated and settled within thirty (30) days from the original billing date.

#### **Section 8 NOTIFICATION**

All letters, papers, reports, notices and other correspondence regarding this Agreement shall be sent to the designated Provider's representative at the Provider's business address:

Glen Mills Schools  
P.O. Box 5001  
Concordville, PA 19331

#### **Section 9 EXTRAORDINARY EXPENSES**

Placement Agency shall reimburse Provider for any and all required extraordinary expenses paid by Provider on behalf of any child referred to it by Placement Agency. Provider shall provide Placement Agency with appropriate, detailed documents substantiating such expenditure.

#### **Section 10 DISCHARGES**

In cases where a discharge is requested by either party, which discharge is not pursuant to the agreed upon service plan elate or court ordered removal, ten (10) clays prior notice is required, except in cases of emergency. An emergency is defined as acute behavior which endangers the child or others. Whether or not a situation constitutes an "emergency" will be determined solely by Provider's Executive Director or his duly designated alternate.

#### **Section 11 RUNAWAY**

When a child voluntarily absents himself from the supervision of Provider for a period of at least twenty-four hours, he is considered a "runaway".

It is the responsibility of Provider to notify all appropriate parties, including Placement Agency and police, when a child runs away. Such notice shall be given orally to Placement Agency within twenty-four (24) hours, to be followed by written notice within seventy-two (72) hours. It is also the responsibility of Provider to give appropriate oral and written notice, as defined above, when a child is found or returned to Provider's custody.

When a child is a "runaway", Provider shall continue to bill Placement Agency and maintain space for the child for five (5) days from the elate the child runs away, unless either party notifies the other that the child is to be considered discharged. When oral notice is given during the five (5) day period that the child is to be considered discharged,

Provider is no longer responsible for the child and need not accept the child back into placement. At the end of the five (5) day period, the child is considered "discharged", unless Placement Agency makes arrangements with Provider to continue the child in placement.

#### Section 12 CONFIDENTIALITY

Provider and Placement Agency, and their agents and employees shall perform all respective obligations and duties under this agreement in such a manner as to insure that all records, names and identities of person counseled, treated or rehabilitated shall be and will remain confidential, except for such disclosures which are required and/or permitted by law, or approved by both Provider and Placement Agency.

#### Section 13 INSURANCE

Provider will at all times maintain sufficient insurance coverage to protect Placement Agency from reasonable loss by liability claims arising out of Provider's performance under this agreement. Provider will also carry necessary and reasonable insurance coverage to protect its equipment, supplies and other insurable property from loss. ~~Placement Agency and/or child shall be liable for any damage caused by child if child voluntarily absences himself from Provider's supervision.~~

#### Section 14 HOLD HARMLESS PROVISION

Provider shall assume all risks and responsibilities for losses in connection with Provider service which can be attributed directly to Provider. Provider agrees to indemnify, defend and "hold harmless" Placement Agency for or on account of any damage or loss, including cost of litigation resulting from the actions of Provider in fulfilling the terms of this Agreement. ~~Placement Agency agrees to indemnify, defend and "hold harmless" Provider for or on account of any damage or loss, including cost of litigation resulting from the actions of Placement Agency in fulfilling the terms of this Agreement.~~ Provider hereto shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather, legal acts of public authorities or delay or default which cannot be foreseen or provided against.

#### Section 15 GENERAL PROVISION

This contract is effective and binding upon both parties, for the term of this contract as stated, but may be terminated sooner by either party tendering a thirty (30) day written notice to the other, via certified mail, return receipt requested, noting the termination date. In no event shall the termination date be sooner than thirty (30) days from the date of the certified mail receipt unless a sooner date is mutually agreed upon. This termination provision shall not govern in any instance where Provider, under Section 10 Discharges, determines that an emergency warrants immediate discharge of a particular child.

It is agreed that this contract may be modified or amended but only upon written consent of both parties.

Provider agrees to comply with all the terms, provisions and requirements of Title VII of the Civil Rights Act of 1964, Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in US

Department of Labor regulations and any other Federal, State, local or other equal employment opportunity act, law, statute, regulation or policy, along with all amendments and revisions of these laws, in the performance of this Contract.

Provider agrees to abide by all terms, provisions, and requirements of Titles VI and VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and any other Federal, State, Local, or other anti-discrimination act, law, statute, regulation or policy, along with all amendments and revisions of these laws, in the performance of this Agreement, and will not discriminate against any child or youth, employee, client, or applicant for employment because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, marital status, sexual orientation or any other discriminatory basis or criteria.

Admission of any child shall be in accordance with the "Admission Procedures", attached hereto as **Appendix B** and incorporated herein as if set forth in full.

Provider shall not assign any part of this Agreement without prior written approval of Placement Agency.

This agreement is complete and when executed, supersedes any and all other similar agreements between the participants named above.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

THE GLEN MILLS SCHOOLS

PLACEMENT AGENCY

BY:

BY: Johnson County

Dr. Randy A. Ireson  
Executive Director  
Glen Mills Schools

  
Chairman of the Juvenile Board

Date: 8/04/14

Date: 10/7/17

## Exhibit "A"

### JUVENILE CONTRACT TERMS

#### ADDENDUM

---

This agreement is between Johnson County and Glen Mills Schools 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 Johnson 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 Probation Commission 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 NOT require a subpoena or fail to testify based upon lack of a subpoena, or residing, working, or otherwise being beyond the range of a subpoena.

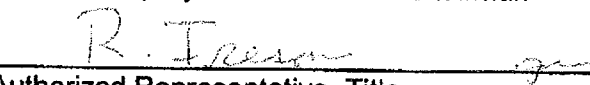
APPROVED AS TO FORM AND CONTENT:

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

10/14/14  
Date

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

10/9/17  
Date

  
\_\_\_\_\_  
Authorized Representative, Title  
SERVICE PROVIDER Dr. Randy A. Ireson  
Executive Director

8/04/14  
Date