

STATE OF TEXAS

COUNTY OF JOHNSON

CONTRACT FOR RESIDENTIAL SERVICES

The Johnson County, hereinafter called Placing Agent, and **CLARINDA YOUTH CORPORATION, d.b.a. CLARINDA ACADEMY**, hereinafter the Service Agency, by this Agreement and in consideration of the mutual promises set forth below agree that:

I. PROVISIONS OF SERVICE

The Service Agency agrees to provide the following services, which shall be limited to adjudicated juvenile offenders in licensed juvenile care facilities while juvenile is on Court Probation through Placing Agent:

Residential treatment, basic care, 24-hour supervision, individual and group counseling: Children and adolescents at this level of care have physical, mental and emotional needs, and behaviors that may present a low to moderate risk of causing harm to themselves or others. They require physical environments and treatment programs in which most activities are therapeutically designed to improve social, emotional and educational adaptive behavior. These children may require services, which are integrated into the residential program to assess and monitor admission, discharge, and treatment plans.

A. For and in consideration of the above-mentioned services, Placing Agent agrees to pay the Service Agency an amount not to exceed **\$162.30** per juvenile per day for students ordered into the Female Offenders program and **\$162.30** per juvenile per day for students ordered into the Community Residential or Highly Structured program. The per diem rate is subject to change based on the Federal Title IV-E rates for Texas as established by Title IV-E of the Social Security Act and administered by Texas Department of Family and protective Services. The per diem includes quarterly Parent/Guardian/Placing Agent visits and transportation costs for Johnson County Probation Officers when transporting a new student

to CLARINDA Academy. This fee does not exceed the actual cost of childcare in the Service Agency. The Service Agency will not change the per diem cost for a particular juvenile without written acknowledgment of Placing Agent.

B. Recognizing that part of a juvenile's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this juvenile until his return, Placing Agent will pay the Service Agency the above-agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.

C. If a juvenile makes an unauthorized departure from the Service Agency, Placing Agent shall be notified immediately. If the juvenile returns to the Service Agency within ten (10) days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the juvenile was absent from the Service Agency, but not to exceed ten (10) days' payment.

D. The Service Agency is under no obligation to retain space for the juvenile in unauthorized departure situations; however, every effort should be made to reconcile the incident to both parties' satisfaction.

E. Payment is to be made monthly. Claim for payment will be submitted no later than ten (10) days from the last day of the month for which payment is being requested.

F. Each billing should contain the name of the juvenile(s) for whom payment is being requested along with the number of days (stated consecutively) for which payment is requested. Billing should begin no earlier than the Court ordered day of disposition into the

program to the end of the month and the first day of the month through the last day of the month thereafter.

II. INDIVIDUAL PROGRAM AND FAMILY INVOLVEMENT

A. Each juvenile placed with the Service Agency shall have a written Individualized Initial Case Plan (ICP) developed within 30 days of placement and in concert with the juvenile and mutually agreed upon by the appropriate Service Agency staff and assigned probation officer. A copy of the Initial Case Plan shall be sent to the probation officer no later than six (6) weeks after placement.

B. The goals in the ICP shall be reviewed jointly in writing by the appropriate Service Agency staff, the juvenile, and the assigned probation officer at reasonable intervals, not to exceed ninety (90) days, to assess the juvenile's progress with modification of the ICP being made when needed. A copy of the quarterly reassessments shall be given to the assigned probation officer.

C. The ICP shall contain the reasons why the placement will benefit the juvenile; shall specify behavioral goals and objectives being sought for each juvenile; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how, if at all, the parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the Initial Case Plan to assist in preventing or controlling the juvenile's alleged delinquent behavior or alleged conduct indicating a need for supervision.

D. The Service Agency shall remain in telephone contact with assigned probation officer regarding juvenile's progress and provide a written report of progress upon request.

E. If a juvenile in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in a disruptive incident, the Service Agency shall notify the juvenile's probation officer or other probation staff within a twenty-four (24) hour period following the incident and ensure that parents, proper authorities, the Placing Agency, or the police are notified if appropriate. A written incident report and/or police report shall be sent to the assigned probation officer no later than five (5) working days after the occurrence.

F. Placing Agent reserves the right to terminate the juvenile's placement at the Service Agency at its discretion. The Service Agency must not release the juvenile to any person other than Placing Agent without the express consent of Placing Agent.

G. Placing Agent must approve the Juvenile's participation in any furloughs, home visits, or extended agency trips.

H. Unless otherwise stipulated by Placing Agent, the juvenile may visit freely with parents and relatives at the Service Agency in accordance with established Service Agency policies.

I. Suspected or alleged cases of child abuse must be immediately reported to the assigned probation officer and the Child Protection Agency of the student's home state.

III. EXAMINATION OF PROGRAM AND RECORDS

A. The Service Agency agrees that it will permit Placing Agent to examine and evaluate its program of services provided under the terms of this Contract. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, and interviews with the staff of the Service Agency and the juvenile.

B. The Service Agency agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Placing Agent and the student's home state, books, documents, and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.

C. The Service Agency agrees to maintain these Records for seven (7) years after final payment or until the state-approved audit has been made and all questions there from are resolved.

D. SERVICE AGENT is hereby notified that state funds are used to pay for services rendered to COUNTY. For this reason, SERVICE AGENT shall account separately for the receipt and expenditure of all funds received from COUNTY, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. In the event of an investigation by the TJPC or COUNTY, the SERVICE AGENT shall submit to COUNTY upon request a financial audit prepared by independent certified public accountant for all services provided pursuant to this agreement.

E. To the extent, if any, that any provision in this Agreement is in conflict with Texas 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.

IV. FEE ASSESSMENT

A. Juveniles or their families shall not be assessed fees for services by the Service Agency unless the Court specifies arrangements. This does not preclude reasonable

attempts to seek voluntary contributions from families of Johnson County juveniles for donations of clothing, personal articles, and funds to assist in supporting a juvenile's rehabilitation.

B. If a juvenile is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that Placing Agent is not charged for such fiscal support for which the juvenile is otherwise eligible.

C. The CLARINDA Academy will be responsible for the provision of and payment for all routine medical care (i.e. admission physical, dental and eye exams). CLARINDA Academy will be responsible for the provision of all other medical care, however payment for such other (i.e. extraordinary) medical care, e.g. surgery, x-rays, anesthesia, dental extractions, eyeglasses or other corrective lenses, emergency room or other hospital stays, etc. will be made by the child's guardians, the child's guardian's medical insurance and/or Placing Agent. Placing Agency guarantees one or more of the above listed parties will be responsible for payment of such medical services to the child. The Placing Agency further agrees to provide to CLARINDA Academy all pertinent information with respect to any medical insurance (State or private) or other third-party payments for which students placed at CLARINDA Academy may be eligible.

V. DEFAULT

A. Placing Agency may, by written notice of default to the Service Agency, terminate the whole or any part of this Contract in any of the following circumstances:

1. If the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
2. If the Service Agency fails to perform any of the other provisions of this Contract, or so fails to process 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 ten (10) days (or such extension as authorized by Placing Agency in writing) after receiving notice of default.

VI. TERMINATION

A. This contract may be terminated by either party by giving ten (10) days written notice to the other party hereto of the intention to terminate.

B. Termination of the juvenile's residence with or receipt of services from the Service Agency shall occur only after notifying the assigned probation officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.

C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt of 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 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.

VII. LAW AND VENUE

In any legal action arising under this Contract, the laws of the student's home state shall apply and venue shall be in the county of the Placing Agency.

VIII. APPLICATION PROCEDURES

The Service Agency shall agree to accept the Placing Agency's Application for Placement of Children in Residential Care for admission review on juveniles referred from Placing Agency. Placing Agency will provide Service Agency with a report on recent

physical, dental, psychological, and psychiatric examinations if required by Service Agency and any social history available to the Court.

IX. CONTRACT PERIOD

The Contract period will begin on the 1st day of October 2016, and will terminate on the 30th day of September 2017. This Contract shall automatically renew and extend for an additional one year period on the first day of July of each succeeding year unless COUNTY gives written notice to SERVICE AGENCY not less than 30 days prior to the first day of July 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.

X. GENERAL LEGAL AND REGULATORY COMPLIANCE

1. SERVICE PROVIDER shall comply with all state and federal laws, regulations, standards, policies, and procedures applicable to SERVICE PROVIDER and provision of services.
2. The SERVICE PROVIDER shall keep all applicable certification and/or licenses current. SERVICE PROVIDER shall provide COUNTY with proof of current state license, certification, or other necessary regulatory permits, and similar documents. A copy of such documents should be delivered to Johnson County Juvenile Services office and made a part of the Service Provider's file with the County upon execution of this contract. This requirement applies to subcontractor who supplies or provides any subcontracted service under this contract. Additionally, proof of current licenses or certifications shall be provided on an annual basis, regardless of the dates of renewal or the dates of this contract.
3. SERVICE PROVIDER shall provide professional credentials and licensing of staff as applicable.
4. SERVICE PROVIDER shall notify COUNTY within 7 days should any license be suspended or revoked.
5. SERVICE PROVIDER shall disclose any pending or initiated criminal or governmental investigations related to service provider (e.g., FBI, DOJ, TJJD, etc.). This disclosure shall be made in writing and shall be made within 7 days of Service Provider becoming aware of such investigation.

6. 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. Any action brought in Federal Court shall be brought in the Northern District of Texas, Dallas division.

XI. ACCOUNTING, REPORTING AND AUDITING REQUIREMENTS

1. The County will monitor the SERVICE PROVIDER and exercise reasonable care to enforce all terms and conditions of this contract. SERVICE PROVIDER agrees to fully cooperate in the monitoring process.
2. SERVICE 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. Contractor 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. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
3. SERVICE PROVIDER shall certify eligibility to receive state funds under Section 231.006 of the Texas Family Code regarding child support. Further in accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five (25%) or more of SERVICE PROVIDER is more than thirty (30) days delinquent in paying court ordered child support. Completion of TJJD-FIS-180 will satisfy this requirement. SERVICE PROVIDER fully acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. Further, by signing this Addendum SERVICE PROVIDER states and certifies as follows:
 4. "Under Section 231.006, Family Code the SERVICE PROVIDER certifies that the individual or business entity named in this contract, bid or application 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."
 5. SERVICE PROVIDER shall be a vendor in good standing [i.e. not on "vendor hold"] with the Texas Comptroller of Public Accounts, if applicable.
 6. SERVICE PROVIDER agrees to the use of Generally Accepted Accounting Principles (GAAP).
 7. SERVICE PROVIDER is hereby notified that funds received in the provision of this contract may be in whole or in part funds issued by the State. The SERVICE PROVIDER agrees to account separately for the receipt and expenditure of any and all funds paid to the SERVICE PROVIDER by the County.

8. Payment shall be made pursuant to Chapter 2251 Texas Government Code
9. **13A.** Pursuant to Texas Government Code Section 2251.021 and this Amendment, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:
- (1) the date the governmental entity receives the goods under the contract;
 - (2) the date the performance of the service under the contract is completed; or
 - (3) the date the governmental entity receives an invoice for the goods or service.
10. **13B.** Pursuant to Texas Government Code Section 2251.025 and this Amendment, A payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:
- (1) one percent; and
 - (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
11. **13C.** Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment
12. **13D.** Payment of Interest by Political Subdivision shall be pursuant to Texas Government Code Sec. 2251.027
- (a) A political subdivision shall compute interest imposed on the political subdivision under this chapter.
 - (b) The political subdivision shall pay the interest at the time payment is made on the principal.
 - (c) The political subdivision shall submit the interest payment with the net amount due for the goods or service.
 - (d) The political subdivision may not require a vendor to petition, bill, or wait an additional day to receive the interest due.
 - (e) The political subdivision may not require a vendor or subcontractor to agree to waive the vendor's or subcontractor's right to interest under this chapter as a condition of the contract between the parties.
13. **SERVICE PROVIDER** shall retain all records for a minimum of 7 years following the closure of the most recent audit report or until any pending audits, and any outstanding litigation, audit, or claim has been resolved and all questions arising therefrom have been resolved and shall make available for inspection and/or monitoring by the County, Texas Juvenile Justice Department, or any state or federal agency authorized to inspect the same.

XII. MISCELLANEOUS PROVISIONS

1. **Open Records:** 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.

2. **Limitation on the Right to Bring Action:** The laws of the State of Texas, Texas Civil Practice and Remedies Code, Section 16.070, as amended shall govern limitations for the right of SERVICE PROVIDER to bring an action, regardless of form, thus any provision to the contrary is void.
3. **Claim for Future Revenue:** Under Texas Law, a contract with a governmental entity that contains a claim against future revenues is void, thus any provision to the contrary is void.
4. **Indemnification:** 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.
5. **Affirmative Action:** The SERVICE PROVIDER will take affirmative action to ensure any and all applicants are employed and treated during employment without regard to their race, religion, color, sex, national origin, age or handicap.
6. **Workplace Guidelines and Confidentiality:** 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.
7. **No Person or Pecuniary Interest:** 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.
8. **No Discrimination:** 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.

9. **No Subpoena Required for Testimony:** Upon reasonable request from Johnson County Juvenile Services or the Johnson County Attorney's 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.

SIGNATURE PAGE

Date:

BY:  _____

JUVENILE BOARD CHAIRMAN

JOHNSON COUNTY, TX

Date:

10/6/16

BY:  _____

COUNTY JUDGE

JOHNSON COUNTY, TX

Date:

9/26/16

BY:  _____

CLARINDA YOUTH CORPORATION

PRESIDENT