

STATE OF TEXAS

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COUNTY OF Johnson

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[FOREST RIDGE YOUTH SERVICES]

Residential Services

December 01, 2016—November 30, 2017

This Agreement is entered into by and between the Johnson County Juvenile Board, at the request of and on behalf of the Johnson County Juvenile Probation Department (collectively referred to as "Juvenile Probation") and Woodard Youth Corporation dba Forest Ridge Youth Services, an Iowa nonprofit organization, licensed to provide child care services by the Iowa Department of Human Services.

ARTICLE I

PURPOSE

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with residential care for children alleged or adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider and is located at Estherville, Iowa 51334. The business office address of Service Provider is P. O. Box 515 Estherville, Iowa 551334.

ARTICLE II

TERM

- 2.01 The term of this Agreement is for twelve (12) months, commencing **December 1, 2016**, and ending **November 30, 2017**. It shall be automatically renewed for one year terms thereafter, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.
- 2.02 The terms of this Agreement shall be extended until such time as all services which have been requested by Juvenile Probation, and are pending on the termination date in section 2.01 above, have been performed.

ARTICLE III

SERVICES

- 3.01 Service Provider will provide the appropriate levels of service as defined below:

B. Specialized Level

1. Severe problems; unable to function in multiple areas; sometimes willing to cooperate when prompted or instructed; but may lack motivation or ability to participate in personal care or social activities or is severely impaired in reality testing or in communications; may exhibit persistent or unpredictable aggression, be markedly withdrawn and isolated due to either mood or thought disturbance, or make suicidal attempts; presents a moderate to severe risk of causing harm to self or others; requires 24-hour supervision by multiple staff in limited access setting.

- 3.02 Service Provider will perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, allowances, personal hygiene items, hair cuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous, as ordered by Juvenile Probation.
- B. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian.
- C. Initiate and document meetings and attempted meetings among Service Provider, Juvenile Probation staff and contracted children for the purpose of justifying continued placement. Justification will be done at a minimum of every ninety (90) days. A copy of the placement justification will be submitted to the Residential Services Supervisor within ten (10) working days.
- D. Ensure that the child's parent(s) or legal guardian(s), Juvenile Probation, and specifically the Residential Services Supervisor are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After normal working hours, the Juvenile Detention Center will be notified as well as the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- E. Provide to Juvenile Probation's Residential Services Supervisor a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement.
- F. Initiate and document meetings to review the Individualized Treatment Plan with the child and the assigned Residential Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing or controlling the child's objectionable behavior.
- G. Maintain copies of the original Individualized Treatment Plan and the periodic reviews.
- H. Document and maintain records of all goods and services provided to contracted children. These records shall contain, but are not limited to: hours of service provided, number of children served, average length of stay per client, total hours of counseling or treatment provided. These records shall be made available to Juvenile Probation for periodic inspection.
- I. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to:

1. Any and all medical/psychiatric treatment required to meet the needs of the child, as well as clothing, or other expenses not provided for in Service Provider's program, shall be the sole responsibility of said child's parent(s), guardian(s) or court ordered appointed conservator, to be paid by either personal payment, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay. *Johnson County will assume the cost of any major medical bills.* If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are required for a child placed in the Facility, the Administrator of the Facility is authorized to secure Outside Treatment at the expense of Juvenile Probation. Juvenile Probation agrees to reimburse Service Provider, its officers, administrator, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify Juvenile Probation of Outside Treatment within twenty-four (24) hours of its occurrence.
2. Probation visits. Two probation officer visits to the youth is included within her 12-month program. A total of two round-trip tickets will be purchased, including lodging.
3. Parent visits. Two round trips are provided annually, with a maximum of two visitors (mother and father, or legal guardian) per trip.

ARTICLE V COMPENSATION

- 5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider not more than the per diem rates based upon the Level of Care provided, in accordance with schedule of rates set by the Texas Health and Human Services Commission as currently effective or subsequently amended. Those rates as currently effective are as set forth in Exhibit A, attached hereto and incorporated herein.
- 5.02 The above fee will be paid only for those children specifically authorized to be placed by Juvenile Probation through its Fiscal Officer or other designated official. This fee shall include residential care and a minimum of one group or individual counseling session per month. In no event will the per diem rate exceed that specified for the Level of Care provided. It is understood that the Level of Care provided by Service Provider will be reduced to a lower Level of Care as soon as such reduction is deemed practical by Service Provider, based upon improvements in the child's attitude and behavior.
- 5.03 Service Provider has an affirmative duty to lower the Level of Care when it is practical to do so. Juvenile Probation, and/or its representative may at any time make such inspection of records and interview both the child and employees of Service Provider to determine if the child is at a Level of Care necessary to meet the child's treatment and service needs. If Juvenile Probation determines that the appropriate Level of Care should be or should have been lower, Service Provider shall lower such level. Service Provider shall remit to Juvenile Probation the difference from the amount paid and the amount that should have been paid, if the child had been placed at the appropriate level from the date the child's level should have been lowered, unless Service Provider can show why such a step down was not practical. If a child enters and exits a program where he has resided for a minimum of 120 days and does not move to a lower level, except those who enter at Basic Level, it will be presumed that the child was not successfully discharged from

the program as set forth in the program measures. Service Provider shall fully cooperate in these efforts.

- 5.04 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: hours worked, to be attributed to specific clients if appropriate, date service was rendered, hourly rate, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.05 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) and SID numbers of the parties receiving the services, the dates and times services were provided and such other information deemed necessary for adequate fiscal control.
- 5.06 In order to avoid duplicate payments for children being transferred to another child care agency under contract with Juvenile Probation, the receiving agency will bill Juvenile Probation on the day the child is transferred into the program; the releasing agency will not bill Juvenile Probation for the last day of care.
- 5.07 Services which are not directly addressed by this Agreement must be submitted for approval with associated billing for reimbursement from Juvenile Probation.
- 5.08 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 5.09 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI
EXAMINATION OF PROGRAM AND RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- 6.03 For purposes of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to an authorized representative of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 6.04 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.05 Service Provider understands that 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 those funds. Service 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. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.
- 6.06 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile Offenders.
- 6.07 Under PREA, Service Provider shall make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30[PREA §115.387(e) and (f)]
- 6.08 Service Provider shall be monitored, at their expense, once in every three-year auditing cycle and documentation of this audit including any non-compliance shall be given to Juvenile Probation.

- i. Service Provider shall choose a monitor that meets all applicable PREA requirements and is pre-approved by Juvenile Probation.
 - ii. Juvenile Probation may conduct their own audit, at any time, to determine Service Providers compliance with PREA standards.
- D. Service Provider shall assist fully with any and all audits.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII
DUTY TO REPORT

- 8.01 Allegations Occurring Inside the Juvenile System. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:
- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
 1. Local law enforcement agency (not required for serious incidents); and
 2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-490-7717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
 3. With respect to juveniles placed by Johnson County Juvenile Probation Department, the TJJD Incident Report Form must also be sent to Johnson County Juvenile Probation Department at facsimile number 817-556-6877.
 - B. For allegations and incidents of sexual abuse or serious physical abuse:
 1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
 2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263.

Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-490-7717 or by email; and

3. With respect to juveniles placed by Johnson County Juvenile Probation Department, the TJJD Incident Report Form must also be sent to Johnson County Juvenile Probation Department within 24 hours at facsimile number 817-556-6877.

8.02 Allegations Occurring Outside the Juvenile System. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

8.03 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence of an alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.
- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE IX
CRIMINAL HISTORY SEARCHES

- 9.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to juveniles in the facility or program. Prior to being granted access to juveniles in facilities or programs, Service Provider shall provide Juvenile Probation with documentation confirming that fingerprint-based searches of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Iowa/Texas have been completed within two year's prior to the date of the most recent contract for services. This provision shall apply to individuals who begin employment or service provision on or after January 1, 2010.
- 9.02 Service providers of juvenile justice facilities or juvenile justice programs licensed by the Texas Department of Family and Protective Services, Texas Department of State Health Services or other state agency are exempt from the requirement to provide documentation of criminal history searches for staff employed in the program or facility. Service providers that are individually licensed by the Texas Department of Family and Protective Services, Texas Department of State Health Services or other state agency are also exempt from the requirement to provide documentation of criminal history searches. Service Provider shall provide Juvenile Probation with documentation confirming that Service Provider's license is currently in good standing with the licensing entity and shall not provide services under this Agreement unless its license is in good standing.
- 9.03 Criminal history searches shall include the following:
- A. Iowa criminal history fingerprint-based criminal history background search through the Iowa Department of Public Safety.
 - B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Iowa Department of Public Safety website.
 - C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.
- 9.04 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.
- 9.05 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:
- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;

- B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
- C. A current felony deferred adjudication, probation or parole;
- D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
- E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
- F. A current jailable misdemeanor deferred adjudication, probation or parole; or
- G. The requirement to register as a sex offender under the Iowa Code of Criminal Procedure.

- 9.06 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to juveniles in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.
- 9.07 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to juveniles in a juvenile justice facility or a juvenile justice program.
- 9.08 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with juveniles.

ARTICLE X
DISCLOSURE OF INFORMATION

- 10.01 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 Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program;
 - C. Any arrest or current criminal indictment of any employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program;
 - D. All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile placed by Johnson County Juvenile Probation Department in the juvenile justice facility or juvenile justice program;

- 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 unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program 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 unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program that required to register as a sex offender; and
- G. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program that have a disqualifying criminal history.

10.02 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 Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

ARTICLE XI **EQUAL OPPORTUNITY**

11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XII **ASSIGNMENT & SUBCONTRACT**

12.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XIII **OFFICIALS NOT TO BENEFIT**

13.01 No officer, employee or agent of Juvenile Probation 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 who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV **DEFAULT**

14.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of the following circumstances:

- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
- B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and
- C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

14.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

ARTICLE XV TERMINATION

15.01 This Agreement may be terminated:

- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
- B. Upon expenditure of available funds.

15.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XVI WAIVER OF SUBROGATION

16.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation or the political subdivision Johnson County, Texas or the employees, officers, officials or agents of Johnson County, Texas.

ARTICLE XVII INDEMNIFICATION

17.01 It is further agreed that Service Provider will indemnify and hold harmless Johnson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Johnson County and Juvenile Probation for any

act(s) of commission or omission of Johnson County's and Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

ARTICLE XVIII
SOVEREIGN IMMUNITY

18.01 This Agreement is expressly made subject to Johnson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that Johnson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XIX
REPRESENTATIONS & WARRANTIES

19.01 Service 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 Iowa; 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 Iowa, the County of Dallas, or any political subdivision thereof;
- C. That it carries sufficient insurance to provide protection to Johnson County and Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement, that, if requested, it will cause its insurance carrier to identify the Johnson County Juvenile Probation Department as a certificate holder on its policy, and will add Johnson County, the Johnson County Juvenile Board and the Johnson County Juvenile Probation Department as additional insureds on its policy;
- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice program will be properly trained to report allegations or incidents of abuse, neglect, exploitation, death or serious incidents involving a juvenile under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incident; and
- E. That, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice program, then 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 XX

TEXAS LAW TO APPLY

- 20.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Johnson County, Texas.

ARTICLE XXI
VENUE

- 21.01 Exclusive venue for any litigation arising from this Agreement shall be in Johnson County, Texas or the Federal District Court for the Northern District of Texas.

ARTICLE XXII
ADDITIONAL TERMS AND AGREEMENTS

- 22.01 Service Provider will accept only those children confirmed by authorized officers of Juvenile Probation to be referred for placement in Service Provider's facility.
- 22.02 Juvenile Probation recognizes that part of a client's rehabilitation program may include time away from the residential setting of Service Provider, such as weekends and holidays, and that Service Provider must retain space for the client until his/her return. To this end, Juvenile Probation agrees to pay Service Provider the full amount due for such regularly scheduled days away from the residential setting or its program, provided they do not exceed four (4) days per month per client and that prior approval has been obtained by Juvenile Probation. Furloughs will not be authorized for the first ninety (90) days of placement, or until the completion of the first Individualized Program Plan Review, whichever comes first, except in only highly unusual situations. Unoccupied bed space constitutes days away from the facility. Individualized Program Plans may warrant additional days away from the residential setting if approved in writing by Juvenile Probation; however, any additional days away from the residential setting will not be charged to Juvenile Probation.
- 22.03 The child's parent(s) or guardian(s) shall bear the primary responsibility for payment of any medical or dental needs, by personal payment, health insurance, or Medicaid coverage, as well as clothing or other expenses not provided for in Service Provider's program.
- 22.04 Juvenile Probation reserves the right to terminate the client's placement with Service Provider at its discretion. Service Provider must not release a client to any person or agency other than Juvenile Probation without the express consent of an authorized agent of Juvenile Probation.
- 22.05 Service Provider is under no obligation to accept a client who is deemed inappropriate for placement in that program.
- 22.06 Juvenile Probation is under no obligation to place any child with Service Provider.
- 22.07 Juvenile Probation shall provide a written psychological or psychiatric evaluation. If the battery of tests included in the evaluation is older than six (6) months prior to admission, a clinical interview performed within six (6) months prior to admission shall be submitted with an updated diagnosis and prognosis.

- 22.08 In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for residential services, Service Provider shall notify the school district in which the facility is located not later than the third day after the date a child is placed in the facility.
- 22.09 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
- 22.10 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 22.11 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.
- 22.12 Service Provider shall when deemed necessary by Juvenile Probation or the Johnson County Attorney's Office come to any court proceedings concerning juveniles who have been discharged from Service Provider's program unsuccessfully and testify at those court proceedings.

ARTICLE XXIII
LEGAL CONSTRUCTION

- 23.01 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 in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIV
PRIOR AGREEMENTS SUPERSEDED

- 24.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXV
AMENDMENTS

- 25.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

DAILY LIVING SKILLS

The Contractor shall teach each child basic living and social skills such that they are able to appropriately care for themselves and function in the community.

ASSESSMENT, SERVICE PLANNING AND COORDINATION

- A) **Diagnostic Assessment.** The Contractor shall ensure completion of a diagnostic assessment on each child within 30 days of admission. The assessment must address the child's strengths and needs in the following areas: physical, psychological, behavioral, family, social and educational.
- B) **Service Planning and Coordination.**
- i. The Contractor shall develop, coordinate and implement a service plan that addresses the services that will be provided to meet each child's specific needs.
 - ii. The Contractor shall develop a service plan in accordance with the requirements contained in *TJPC-FED-29-04* Section 500 (Casework and Support Services) and Section 501 (Service Plans).
 - iii. The Contractor shall ensure that the service plan incorporates and is consistent with:
 - a. Permanency goals identified in the juvenile probation department residential case plan;
 - b. Behavioral goals established by the juvenile probation department;
 - c. Components of the child's Individual Education Plan (IEP) and the Individual Transition Plan (ITP) that are both developed by the school's Admission, Review, and Dismissal (ARD) committee, if appropriate; and
 - d. Components of the CPS transition plan for youth ages 16-22 which includes Preparation for Adult Living (PAL), Education and Training Vouchers (ETV) and other related services and support for youth who are currently in foster care or transitioning out of care. Additional information is located at http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/default.asp.
 - iv. The Contractor shall ensure that the service plan includes services to assist a child to transition to a new living arrangement or to new provider services, if applicable.

ROUTINE 24-HOUR CHILDCARE

- A) **Food.**
- i. The Contractor shall provide food in accordance with requirements of DFPS Child Care Licensing Minimum Standards.
 - ii. The Contractor shall ensure that each child receives fresh fruits, vegetables and dairy products at least once a day.
 - iii. The Contractor shall ensure that children have input into meal planning.
- B) **Clothing and Personal Items.**
- i. The Contractor shall maintain an inventory of the child's clothing and personal items that are of substantial and/or sentimental value by:
 - a. Completing an inventory of clothing and personal items at admission, as additional clothing and personal items are purchased or provided, and at discharge for a planned discharge and within thirty (30) days after an unplanned discharge;
 - b. Ensuring that the child (when age and developmentally able) and the Contractor's staff sign and date the clothing and personal item inventory, except when the clothing and personal item inventory is completed after an unplanned discharge;

- c. Sending the clothing and personal item inventory with the probation officer or other department designee at discharge for planned discharges; and
- d. Providing the juvenile probation department with the clothing and personal item inventory within thirty (30) days after an unplanned discharge.
- ii. The Contractor shall provide each child with appropriate clothing that at a minimum is:
 - b. In sufficient quantity to ensure an adequate amount of the following: t-shirts, undershirts, underwear, bras, socks, shoes, pants, shirts, skirts, blouses, coats/jackets, sweaters, pajamas, shorts, and other clothing necessary for a child to participate in daily activities;
 - c. Gender and age-appropriate;
 - d. Proportionate to the child's size;
 - e. In good condition, and is not worn-out with holes or tears (not intended by the manufacturer to be part of the item of clothing); and
 - f. Clean and washed on a regular basis.
- iii. The Contractor shall allow children to label their clothes with their name or initials.
- iv. The Contractor shall provide each child with appropriate items necessary to meet their hygiene and personal grooming needs by:
 - a. Making grooming products available so that each child is able to maintain good hygiene and grooming practices;
 - b. Ensuring that grooming products meet each child's ethnic hygiene and individual hair care needs;
 - c. Ensuring sufficient hot water is available for daily baths or showers; and
 - d. Providing training/education as necessary to ensure each child understands the concepts of personal hygiene and grooming and what they need to do on a daily basis to achieve and maintain good hygiene and grooming.

C) Room, Board, and Furnishings.

- i. The Contractor shall provide each child with a bed, sheets, towels, blankets, bedspreads, pillows, mattresses and other furnishings necessary to meet the child's needs. The Contractor shall ensure that the items be kept clean and in good repair.
- ii. The Contractor shall ensure that children have personal storage space for their clothing and possessions. The Contractor shall provide children, who are able to look after their own needs, with individual storage space in their bedrooms for clothing and possessions.
- iii. The Contractor shall provide behavioral, gender and age appropriate living arrangements for each child, with the exception of sibling groups, where appropriate, in accordance with DFPS Child Care Licensing Minimum Standards.

DISCIPLINE AND CRISIS MANAGEMENT

A) Discipline.

- i. The Contractor shall use appropriate authority and discipline practices as necessary to set limits for behavior and help each child develop the capacity for self-control; and
- ii. The Contractor shall develop and implement discipline and emergency behavior intervention policies that are consistent with DFPS Child Care Licensing Minimum Standards at: http://www.dfps.state.tx.us/Child_Care/Child_Care_Standards_and_Regulations/default.asp, and the Texas Administrative Code, including, but not limited to, the following:
 - a. The Contractor shall not use, give permission to use, or threaten to use physical discipline with any child.

- b. The Contractor shall not threaten the child with loss of visits with family or siblings as a punishment or deterrent to behavior.
- c. The Contractor shall not threaten the child with loss of placement as a punishment or deterrent to behavior.

B) De-Escalation and Crisis Management.

- i. The Contractor shall ensure that all de-escalation techniques are exhausted before utilizing more restrictive and intrusive behavior management or emergency behavior intervention.
- ii. The Contractor shall utilize developmentally and age appropriate emergency behavior intervention techniques, as described in DFPS Child Care Licensing Minimum Standards to resolve emergencies.
- iii. The Contractor shall manage the facility and milieu in a manner that minimizes disruption during a crisis.

EDUCATIONAL AND VOCATIONAL ACTIVITIES

A) Educational Activities.

- i. The Contractor shall ensure that each school-aged child placed with the Contractor pursuant to this Contract attends an educational program accredited by the Texas Education Agency (“TEA”). The Contractor may request an exception to this requirement from the juvenile probation department. The Chief Juvenile Probation Officer, or his/her designee may approve the exception request, and such approval must be in writing.
- ii. Not later than the third (3rd) calendar day after the date a child is placed in a residential facility, the Contractor shall notify the school district in which the facility is located.
- iii. The Contractor shall maintain and update an education portfolio for each child in the Contractor’s care. The contents of the education portfolio must include, if appropriate:
 - a. School enrollment documents – birth certificate, Social Security card, immunizations, and withdrawal notice from the last school;
 - b. Special Education documents – Admission, Review & Dismissal (ARD) team meeting notes, Individual Education Plan (IEP), Section 504 documents, full individual evaluation and/or other diagnostic assessments;
 - c. Report cards, progress reports, and/or IEP progress reports;
 - d. Transcripts;
 - e. Standardized test result – TAKS/SDAA/LDAA;
 - f. Referrals, notices or other correspondence;
 - g. Pictures;
 - h. Miscellaneous – anything school related not previously listed.
- iv. The Contractor shall make the education portfolio readily available to the juvenile probation department on any visit with the child or otherwise, if requested.
- v. The Contractor shall document that the report card and progress reports are discussed with each child.
- vi. The Contractor shall provide the child’s education portfolio to the juvenile probation department at the time a child is discharged from the Contractor’s care regardless of whether the discharge is a planned or an unplanned discharge. The Contractor must ensure the following:
 - a. The most current educational documents and records are in each child’s education portfolio; and
 - b. The child’s education portfolio includes the child’s current school withdrawal paperwork.

- vii. The Contractor shall minimize disruptions to a child's education by scheduling therapy and other appointments outside school hours, whenever possible.
- B) **Vocational Activities.** The Contractor shall provide vocational training, support services, activities and skills training (including job readiness), apprenticeships and vocational training opportunities such that each child:
 - i. Has access to appropriate vocational activities and community education programs;
 - ii. Receives the assistance needed to maximize the benefit of these activities; and
 - iii Is provided transportation to vocational activities.

ROUTINE RECREATIONAL ACTIVITIES

- A) The Contractor shall provide recreational activities such as indoor, outdoor, school, community and religious or spiritual activities for children served under this Contract that are age-appropriate, varied, and are of interest to the child.
- B) The Contractor shall ensure that recreational activities are, at a minimum, supervised in accordance with DFPS Child Care Licensing Minimum Standards and service level requirements contained in the Levels of Care Descriptions (TJPC-FED-28-04).
- C) The Contractor shall intervene, as necessary, to reduce the risk and occurrence of any and all injuries.
- D) The Contractor shall ensure that children have input into the types of recreational activities in which they wish to participate.

TRAVEL

- A) The Contractor shall provide or arrange all travel necessary to ensure a child's access to all necessary medical, mental and vision care for each child, including behavioral healthcare services, recreational, school and school activities, family visits, court hearings, permanency conferences, transition plan meetings, family group conferences, circles of support conferences, and any other services necessary to fulfill the tasks on a child's treatment plan.

CULTURAL COMPETENCE

The Contractor shall provide the contracted components of care with a high level of individual and organizational cultural competence as described below:

- A) **Individual Cultural Competence** – The knowledge, skill or attribute one has relative to cultures other than his/her own, that is observable in the consistent patterns of an individual's behavior, interaction and work related activities over time, which contributes to the ability to effectively meet the needs of children and families receiving services.
- B) **Organizational Cultural Competence** – A set of values, behaviors, attitudes and practices within a system, organization, program or among individuals, which enables staff and volunteers to work effectively with children and families from other cultures. Furthermore, it refers to the staff's ability to honor and respect the beliefs, language, interpersonal styles and behaviors of individuals and families receiving services.

CONTRACTOR PARTICIPATION

- A) The Contractor shall participate in conferences required by the juvenile probation department which include but are not limited to, medical, school, case planning, permanency planning, transition planning, and legal staffings.

- B) The Contractor shall participate in Preparation for Adult Living (PAL) activities, consistent with the child service or transition plan.
- C) The Contractor shall participate in any other meetings required by the juvenile probation department or a court having jurisdiction over the child and necessary to ensure that the Contractor is complying with a child's service plan.

MAINTAINING CONNECTIONS

- A) The Contractor shall make a good faith effort to ensure that children are able to preserve desired and appropriate connections to her or her own cultural identity and community, including religious/spiritual, family, school, and appropriate organizations through on-site or off-site means.
- B) The Contractor shall document all good faith efforts to maintain the child's connections.


PROVIDING TESTIMONY


- A) The Contractor shall ensure that Contractor's employees and subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to a child, at the request of the juvenile probation department.
- B) The Contractor shall, to the extent possible, notify, and/or assist the juvenile probation department in locating, past employees or subcontractors when past employees or subcontractors are needed to appear and testify in accordance with this subsection. The Contractor is responsible for the cost associated with the requirements of this subsection.

LEAST RESTRICTIVE SETTING

The Contractor shall provide all services in a manner that safeguards the health, welfare and safety of the children in the least restrictive setting possible.


ON _____, 20__ FULLY EXECUTED IN DUPLICATE. EACH OF WHICH SHALL
HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

By: 
Chairman of the Juvenile Board
Johnson County Texas

By: 
Aron Peterson
Woodward Youth Corporation Board President

Date: 12/21/14

Date: 12-15-16

By: 
County Judge
Johnson County Texas

Date: 1/9/17

EXHIBIT A

SPECIALIZED LEVEL \$162.30

Exhibit "A"

JUVENILE CONTRACT TERMS

ADDENDUM

This Addendum is a part of an agreement made between **Johnson County** and Forest Ridge Youth Services hereinafter known as **SERVICE PROVIDER**. The primary agreement is identified as Forest Ridge Youth Services Residential Services. This Exhibit "A" addendum is being incorporated into said agreement for all purposes.

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, TJJJD, 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.

Accounting, Reporting and Auditing Requirements

7. 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.
8. **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.

9. **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 TJJJ-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:

"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."

10. SERVICE PROVIDER shall be a **vendor in good standing** [i.e. not on "vendor hold"] with the Texas Comptroller of Public Accounts, if applicable.
11. SERVICE PROVIDER agrees to the use of Generally Accepted Accounting Principles (GAAP).
12. 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.

13. Payment shall be made pursuant to Chapter 2251 Texas Government Code

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.

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.

13C. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment

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.

23. **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.


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.

APPROVED AS TO FORM AND CONTENT:


Johnson County Judge


1/9/17
Date

Attest:



Johnson County Clerk,
Becky Ivey or Deputy County Clerk



1/9/17
Date


Johnson County Juvenile Board Chairman

12/2/14
Date


Authorized Representative, Title
SERVICE PROVIDER

12-5-14
Date