

OCT 13 2020

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Cristy Malott

TODAY'S DATE: 9-21-2020

DEPARTMENT: Juvenile Services

SIGNATURE OF DEPARTMENT HEAD:

C Malott

REQUESTED AGENDA DATE:

10-13-2020

SPECIFIC AGENDA WORDING: Consideration of Grayson County Juvenile Services Residential Services Agreement

PERSON(S) TO PRESENT ITEM: Cristy Malott

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 1 min

ACTION ITEM: X

WORKSHOP:

(Anticipated number of minutes needed to discuss item) CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: X

IT DEPARTMENT:

AUDITOR:

PURCHASING DEPARTMENT:

PERSONNEL:

PUBLIC WORKS:

BUDGET COORDINATOR:

OTHER:

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____

Date _____

**GRAYSON COUNTY JUVENILE SERVICES
RESIDENTIAL SERVICES AGREEMENT
Post-Adjudication Secure Correctional Services
&
Pre-Adjudication Detention Services**

This residential Services Agreement (herein after referred to as "Agreement") is entered into by and between Grayson County, Texas acting through the Grayson County Juvenile Board, by its duly authorized Chairman or its representative, (hereinafter referred to as "Grayson County") and Johnson County in Texas, acting through its Juvenile Board's duly authorized Chairman or its representative (hereinafter referred to as "County"). **This Agreement replaces any previous agreement entered into by the parties for these same services.**

**ARTICLE I
PURPOSE**

- 1.01 The purpose of this Agreement is to make facilities available to Juvenile Probation Departments with the need of a pre-adjudication detention facility and/or post- adjudication secure correctional facility in order to carry out the Texas Family Code, Title 3, Juvenile Justice Code for services of juvenile age children (hereinafter referred to as "child" or "client" or "resident").

**ARTICLE II
TERM**

- 2.01 The term of this Agreement will commence on September 1, 2020 and end on August 31, 2021. It shall be automatically renewed for one-year terms thereafter, commencing September 1st and ending August 31st each subsequent year, unless one party notifies the other in writing, at least 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 that have been requested by Juvenile Probation, and are pending on the termination date in section 2.01 above, have been performed.

**ARTICLE III
OPERATIONAL AUTHORITY**

- 3.01 Grayson County owns and operates a pre-adjudication detention facility identified as the Cooke, Fannin and Grayson County Detention Facility and a post-adjudication secure correctional facility identified as Grayson County Post-Adjudication, both facilities are located at 86 Dyess, Denison, TX 75020.
- 3.02 Grayson County ensures that the facilities have been inspected and certified as being suitable for pre- and post-adjudication of juveniles by the Grayson County Juvenile Board.
- 3.03 Grayson County further ensures the facilities meet all applicable standards under *Texas Administrative Code Title 37*, is registered and monitored by the Texas Juvenile Justice Department ("TJJD"), Grayson County will provide a copy of its registration and certification, upon request.

**ARTICLE IV
PLACEMENT OF CHILDREN**

Pre-Adjudication

- 4.01 **Contact Prior to Transport.** Counties needing detention space will contact the facility prior to transporting a juvenile to the facility. Placement can be denied if space is not available, or as may be determined by the Facility Administrator.

Post-Adjudication

- 4.02 **Request to Review.** In order for a child to be considered for placement, the requesting county shall send a current psychological evaluation and any other pertinent information regarding the child to Grayson County's Admissions.

- 4.03 **Written Approval or Denial.** Grayson County will provide written documentation of acceptance or denial. Johnson County will ensure they have received an acceptance letter and provided all necessary documentation prior to transporting the child to Grayson County. The child may be denied if the child is found not to be suitable for placement in the program and/or space limitations do not permit such placement as may be determined in the sole judgement of the Facility Administrator.
- 4.04 **Community Activities.** It is agreed by the parties hereto that children placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Johnson County shall remain detained therein except that the staff of either the Facility or the Johnson County Juvenile Department may have the child participate in community activities.

Applicable to both Pre- and Post-Adjudication programs

- 4.05 **Adherence to State and Federal Law.** Children who are adjudicated in accordance with the provision of the Texas Family Code, Title 3, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Johnson County or its designated official. A copy of the Detention and/or Adjudication and Disposition Order, as applicable to either pre- or post- adjudication programs, must be delivered to the Facility prior to or contemporaneous with the child's admission. No child admitted to the Facility under this agreement shall be detained in violation of any state or federal law. The Facility hereby notifies Johnson County and its officials, agents and employees, that the Facility fully complies with the mandates of the Federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, and most recently the Juvenile Justice Reform Act of 2018 in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender.
- 4.06 **Transportation.** The placing County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with the Facility.
- 4.07 **Expectations of Conduct.** Each child placed in either facility shall be required to follow the rules and regulations of conduct as determined by the administrator and staff of the Facility.
- 4.08 **Administrative Removal from Program.** If a child is accepted by the Facility and such child thereafter is found to be, in the sole judgment of the Grayson County Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the administrator shall, upon notification to the Johnson County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility as arranged by the placing county. If Johnson County fails to remove such child within 24 hours of said notification, the Facility shall transport said child to Johnson County Juvenile Court Judge or designated juvenile official and Johnson County shall reimburse the Facility at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Johnson County plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.
- 4.09 **Authority over Child.** It is expressly understood and agreed by the parties that the Juvenile Court of Grayson County, Texas shall not exercise any direct authority over a child placed by County pursuant to this agreement.
- 4.10 **Program Management.** It is agreed by the parties hereto that nothing in this contract shall be construed to permit Johnson County, its agents, officials or employees in any way to manage, control, direct or instruct the Cooke, Fannin and Grayson County Juvenile Detention Facility, and the Grayson County Post-Adjudication Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

**ARTICLE V
SERVICES**

Applicable to all programs

- 5.01 **Safe Environment.** Provide a safe environment to all residents and staff by adhering to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for operation of pre- and post-

adjudication facilities and PREA guidelines;

- 5.02 **Placement.** Grayson County will provide pre-adjudication detention services and secure post-adjudication correctional treatment services to children referred by Johnson County and accepted by Grayson County. Johnson County is under no obligation to refer residents to Grayson County, and Grayson County is under no obligation to accept residents.
- 5.03 **Ratios.** Follow a staff-to-child ratio as governed by TJJD standards and PREA guidelines;
- 5.04 **Education.** Within the limits of state and federal law, Grayson County will provide each resident with a free and appropriate public education. Each child will attend academic classes assigned through the Sherman ISD.
- 5.05 **Supervision.** All residents will receive a highly structured level of supervision;
- 5.06 **Release.** Grayson County adheres to procedures that ensure the child is not released to any person or agency other than specified by placing County;

In addition to the above, Post-Adjudication residents will receive the following:

- 5.07 **Treatment.** All residents will receive a treatment protocol that has been prescribed by the psychological evaluation or mental health evaluation of the child;
- 5.08 **Trauma Informed Specific Services for Post-Adjudication.** Each child shall receive specialized trauma informed services, as indicated in substance abuse, behavioral health and/or sexual offending behaviors or as assigned. Formalized behavior programs and therapeutic interventions implemented by professional and/or paraprofessional staff under the direct supervision of professional staff. Johnson County upon request will assist Grayson County in contacting the parent/s/ for participation in treatment.
- 5.09 **Case Management.** Each child will receive case management services including but not limited to: Individualized case plan, treatment plan, treatment/case management team coordination, family and post-placement planning developed by appropriate facility staff in concert with the child, parent and/or sending Juvenile Probation Officer;
- 5.10 **Physical Training.** Each child will receive a highly structured and supervised physical training program
- 5.11 **Level of Care Services.** A resident's level of care must be agreed upon between Grayson County and the referring County. The referring county may, at any time, inspect Grayson County's records and interview both the resident and employees of Grayson County to determine if a resident is receiving services in line with the level of care;
- 5.12 **Additional Services.** Grayson County will provide to a resident any additional amenities and services not included in the level of care services that are provided to all children placed at its Facility.
- 5.13 **Progress Reports.** Grayson County will provide monthly Progress Reports indicating each resident's progress and any issues that Grayson County feels may hinder a resident's ability to complete the program;

ARTICLE VI
PRIVATE SERVICE PROVIDERS

- 6.01 **Private Service Providers.** In any contract with a private service provider providing services to the clients under this contract Grayson County will require, in accordance with Texas Human Resource Code, Sec. 141.050(a), such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

ARTICLE VII
MEDICAL, DENTAL, OR PSYCHOLOGICAL TREATMENT

- 7.01 **Emergency Medical, Dental or Psychological treatment.** Grayson County and Johnson County agree that if an emergency examination, hospitalization and/or treatment outside the facility is required, the administrator or designee of the Facility is authorized to secure necessary emergency services at the expense of the referring county.

The referring County agrees to promptly pay for any and all emergency examination, hospitalization, psychiatric, and/or psychological treatment including medications directly to Grayson County for such care. Johnson County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, Grayson County, its officials and employees, for any liability or for charges incurred for the emergency medical examination, hospitalization and/or psychological treatment requires for a child placed in the Facility.

The Facility Administrator or designee shall notify Johnson County of such an emergency within twenty-four (24) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

- 7.02 **Required Consent Form.** Johnson County agrees to provide Grayson County with a signed medical and medication authorization form for each child. This form is required to be signed by a parent or legal guardian of the child.

ARTICLE VIII
REPORTING ABUSE, NEGLECT AND EXPLOITATION

- 8.01 **Duty to Report.** Grayson County and all of its employees, volunteers, or other individuals acting under the auspices of Grayson County, will report any incident or allegation of any incident of abuse, neglect, exploitation, death or other serious incident involving a child as required by TJJD Standards. Grayson County will immediately notify the resident's Juvenile Probation Officer of any incident of serious abuse, neglect, exploitation, death, or other serious incident involving any child at the Facility.

- 8.02 **Emergency Notification.** Grayson County will immediately notify a resident's parent, legal guardian or custodian, and the resident's Probation Officer if a resident in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident.

ARTICLE IX
PREA

- 9.01 **Federal Prison Rape Elimination Act of 2003 (28 C.F.R. Part 115) ("PREA").** Grayson County adopts and complies with PREA. PREA establishes a zero-tolerance standard against sexual assault and sexual harassment of incarcerated persons, including juveniles and addresses the detection, prevention, elimination, and reporting of sexual assault in facilities.

ARTICLE X
EXAMINATION OF PROGRAM AND RECORDS

- 10.01 **County to Examine and Evaluate.** Grayson County agrees that Johnson County may examine and evaluate its program of services provided under the terms of this contract and review the Facility records relating to their clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Facility and the child.
- 10.02 **Records.** The Facility agrees to maintain and make available for inspection, audit, monitoring or reproduction; books, documents and other evidence pertaining to the Facility's performance Records, by an authorized representative of Johnson County and/or the State of Texas.
- 10.03 **Record Retention.** The Facility agrees to maintain these Records for seven (7) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

**ARTICLE XI
COMPENSATION**

11.01 **Per Diem Rate.** For and in consideration of the above-mentioned services, Johnson County agrees to pay Grayson County the per diem rate set forth below:

Pre-Adjudication daily rate	\$147.00
Post-Adjudication Daily rate	
County Placements Specialized	\$197.69
Behavioral Health, Substance Abuse, and/or Sex Offending Behavior	

Johnson County understands that Grayson County follows the guidelines established in the RATES FOR TJJD REGISTERED FACILITIES, effective September 1, 2018 for the post-adjudication program. It is agreed that the current rates may be updated to reflect any future rate changes implemented by TJJD.

11.02 **Additional Costs.** Johnson County will reimburse Grayson County for any additional expenses for medical, dental, psychological, medications and/or other related costs as needed. Services which are not directly addressed by this Agreement must be submitted for approval for reimbursement from County.

11.03 Johnson County agrees to pay Grayson County the monthly contract rate from current revenues.

11.04 Grayson County shall submit, to the Johnson County, an invoice for payment of the per diem rate and any additional costs within ten (10) days after end of each month. Grayson County will email the invoice, unless other arrangements have been requested.

Johnson County agrees to submit payment to:

Grayson County Juvenile Services
Attn: Jennifer Schwichtenberg
86 Dyess
Denison, TX 75020
OR

Electronic payments can be set up by contacting the Grayson County Treasurer's Office

11.05 All payments are due within thirty (30) days after receipt of the invoice

**ARTICLE XII
ACCOUNTING, REPORTING, & AUDITING**

12.01 **Eligible to Receive State Funds.** Pursuant to *Texas Family Code § 231.006*, Grayson County certifies that it is eligible to receive payment for services under this Agreement. Grayson County acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

12.02 **Acceptance of State Funds.** Grayson County understands that acceptance of state 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. Grayson County 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. Grayson County will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate are included in any subcontract or arrangement Grayson County enters into.

12.03 **Generally Accepted Accounting Principles ("G.A.A.P.").** Grayson County acknowledges that state funds may be used to pay for services rendered to under this Agreement. For this reason, Grayson County will account separately for the receipt and expenditure of all funds received from Juvenile Probation, and will adhere to G.A.A.P. in the accounting, reporting and auditing of such funds.

ARTICLE XIII
REPRESENTATIONS

- 13.01 **Authority to Contract.** The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.
- 13.02 **Qualified to do Business.** Grayson County states that it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Grayson, or any political subdivision thereof.
- 13.03 **Legal Compliance.** Grayson County will adhere to 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 Agreement.
- 13.04 **Notice of Suit.** Grayson County will notify Johnson County Juvenile Probation within five (5) days of receiving notice if any of Grayson County's employees, volunteers, and other individuals acting under the auspices of Grayson County is named as a party in a civil lawsuit or criminal proceeding if the lawsuit relates to services provided under this Agreement.
- 13.05 **Health & Safety of Youth.** Grayson County will ensure that all of its programs, services, and facilities provide adequate health and safety protections, procedures, and policies for all youth being served.
- 13.06 **Confidentiality.** Grayson County will maintain strict confidentiality of all information and records relating to all children and will 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.
- 13.07 **Judicial Proceedings or Hearings.** Grayson County will cooperate with and testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter Johnson County Juvenile Probation considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 13.08 **Equal Opportunity.** Grayson County will 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, parent/legal guardian/custodian on the basis of age, race, color, sex, religion, disability, national origin, or other legally protected categories, classes, or characteristics.
- 13.09 **Boycott Israel.** Grayson County has not, and will not boycott Israel during the term of this Agreement. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 13.10 **Officials Not to Benefit.** No official, member, or employee of Grayson County or Johnson County and no member of their governmental bodies, and no other public officials of the Grayson County Juvenile Board or the Johnson County Juvenile Board who exercise any function 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 personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this contract, or any benefit that may arise therefrom.

The Grayson County Juvenile Board agrees to insert this clause OFFICIALS NOT TO BENEFIT into all subcontracts entered into in the performance of the work assigned by this agreement.

ARTICLE XIV
MISCELLANEOUS

- 14.01 Texas Tort Claims Act. Johnson County and Grayson County acknowledge that they are political subdivisions of the State of Texas and that they are subject to and will comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.
- 14.02 Waiver of Subrogation. Grayson County 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 Johnson County Juvenile Probation. Grayson County also waives any rights it may have to indemnification from Johnson County Juvenile Probation.
- 14.03 Agreements Superseded. 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.
- 14.04 Amendments. No amendment, modification, or alteration of the terms hereof will be binding unless the same be in writing, be dated on the same date or subsequent to the date hereof, and be duly executed by the parties hereof.
- 14.05 Validity. In the event any one or more of the provisions contained in this Agreement is for any reason 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.
- 14.06 Law & Venue. The laws of the State of Texas shall govern this agreement and venue of any dispute or matter arising under this agreement shall be in Grayson County, Texas.

ARTICLE XV
DEFAULT

- 15.01 Either party to this agreement may, by written notice of default to the defaulting party's Juvenile Board Chairman through certified mail return receipt requested, terminate in whole this agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this agreement.

The defaulting party shall have the right to cure such default within ten (10) days' notice of such failure or as extended by written authorization of the non-defaulting party.

ARTICLE XVI
SANCTIONS & PENALTIES

- 16.01 Grayson County acknowledges that a default or an event of default as defined in Article XV herein may result in payment being withheld or permanently suspended in whole or in part, and that Grayson County may become ineligible to enter into future agreements with Johnson County.

ARTICLE XVII
TERMINATION

- 17.01 Notwithstanding any other provision in this contract, either Grayson County or Johnson County may terminate the agreement by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, with return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the agreement thirty (30) calendar days after receipt of the notice. At the end of the 30-day period, this contract shall terminate and become null and void and be of no further force or effect.
- 17.02 After receipt of notice of termination, Johnson County shall remove all children placed in the facilities on or before the termination date. No child shall be accepted by either facility after receipt of said notice.

Residential Services Agreement with Johnson

ARTICLE XVIII
NOTICES

18.01 Except as expressly provided herein, any notice required or permitted to be given under this Agreement shall be in writing and delivered in person or by registered or certified mail, return receipt requested, to the individual at the address below:

To Grayson County: Grayson County Juvenile Services
 ATTN: Lisa Tomlinson, Chief JPO
 86 Dyess
 Denison, TX 75020

To Johnson County JOHNSON COUNTY JUVENILE PROBATION DEPARTMENT
 ATTN: Cristy Malott
 1102 E. KILPATRICK, SUITE C
 CLEBURNE, TX 76031

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

ARTICLE XIX
EXECUTION

19.01 Each person signing this Agreement warrants that he or she has power and authority to bind the party for which he or she signs to all of the terms and conditions of this Agreement.

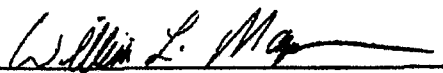
ON September 1, 2020 FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

Johnson County

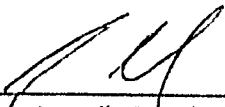
Grayson County



Authorized Signatory
Title Director

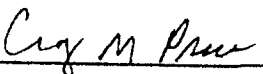


Authorized Signatory
Title County Judge




Chairman, Juvenile Board

APPROVED AS TO LEGAL FORM:



Craig Price
Grayson County Asst. District Attorney



Johnson County Judge
10/13/2020