

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 Denton County Juvenile Probation Service Contract for Post Adjudication Residential Services

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 _____

POST

**SERVICE DENTON COUNTY JUVENILE PROBATION CONTRACT
FOR POST ADJUDICATION RESIDENTIAL SERVICES**

This agreement is made on this October 1, 2020 by and between **Denton County Juvenile Probation**, herein referred to as "PROVIDER", and the **Johnson County Juvenile Probation** a political subdivision of the State of Texas, herein referred to as "CONTRACTOR".

WHEREAS, **DENTON COUNTY JUVENILE PROBATION** operates and manages a Residential Placement Center in Texas and has contracted with various other probation departments for the housing of juveniles; and

WHEREAS, the Residential Placement Center operated by **DENTON COUNTY JUVENILE PROBATION** has been duly inspected and certified as being suitable for the placement of juveniles by the Texas Juvenile Justice Department (TJJD);

WHEREAS, the Texas Juvenile Justice Department has approved the programs, policies and procedures under which **DENTON COUNTY JUVENILE PROBATION** manages the facilities;

NOW, THEREFORE, the **DENTON COUNTY JUVENILE PROBATION** and **JOHNSON COUNTY JUVENILE PROBATION** agree as follows:

ARTICLE I

1.01 **PURPOSE:** The purpose of the Contract is to provide housing in any Residential Placement Center operated by **Denton County Juvenile Probation** in the State of Texas for juveniles that have been adjudicated delinquent and placed on probation, and are court ordered as a condition of probation to be placed in a Post-Adjudication Placement, or Residential Treatment Center. **Denton County Juvenile Probation** will provide quality services including clearly defined goals, outputs, and measurable outcomes as shown on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

ARTICLE II

2.01 **TERM:** The term of this Contract is for a period commencing on the **October 1, 2020** and ending **September 30, 2021**. Unless services are continued by a subsequent Contract, **Johnson County Juvenile Probation** shall remove, on or before termination date of this Contract, or upon notice of successful completion of the Center's applicable program services, all juveniles placed by **Johnson County Juvenile Probation** in the Residential Placement Center.

ARTICLE III

3.01 **FACILITIES:** **Denton County Juvenile Probation** agrees to provide room, board, 24-hour daily supervision and approved educational program, recreational facilities, and counseling to those juveniles housed in a Residential Placement Center operated by **Denton County Juvenile Probation**. Such space and service shall be provided by **Denton County Juvenile Probation** at the request of **Johnson County Juvenile Probation**. Such space, however, will be provided by **Denton County Juvenile Probation** to **Johnson County Juvenile Probation** on a space available basis. **Johnson County Juvenile Probation** specifically agrees that any juvenile placed with **Denton County Juvenile Probation** may only be housed at a Residential Placement Center operated by **Denton County Juvenile Probation** that has been certified by the Denton

County Juvenile Board. **Denton County Juvenile Probation** agrees to adhere to all applicable state and federal laws and regulations in providing the above described services.

3.02 **PRISON RAPE ELIMINATION ACT (PREA):** Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities), **Denton County Juvenile Probation** shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act. At least once during the three-year period beginning on August 20, 2013 and at least once during each three-year period thereafter, **Denton County Juvenile Probation** shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to **Johnson County Juvenile Probation** upon request.

3.03 **MEDICAL:** **Denton County Juvenile Probation** shall notify **Johnson County Juvenile Probation** of any medical emergency or condition requiring medical care within one (1) regular working day of its occurrence. **Johnson County Juvenile Probation** agrees to be responsible for payment for medical care rendered to Johnson County juveniles and to pay for emergency examinations, treatments, and hospitalization in the event the parent of the child and/or the child's medical insurance does not cover the cost.

ARTICLE IV

4.01 **SERVICES AND FEES:** In addition to the general services provided under this Agreement, specific services to be rendered to an individual Johnson County juvenile are specified in Exhibit B which is attached hereto and made a part hereof for all purposes. For services rendered under this Agreement, **Johnson County Juvenile Probation** shall pay the agreed Level of Care Rate specified in Exhibit B for each day **Johnson County Juvenile Probation** has the juvenile in any facility operated by **Denton County Juvenile Probation**. Charges will include the day of admittance, regardless of the hour of admittance; plus the number of days until released; including the day of release, regardless of hour of release. Level of Care (LOC) Rates often change yearly according to the Texas Department of Family and Protective Services (TDFPS); **Johnson County Juvenile Probation** will adopt the new LOC rates as directed by TDFPS for each contracted juvenile in residential placement. The LOC rate change will be indicated on the first monthly invoice following the direction of TDFPS.

4.02 **BILLING:** **Denton County Juvenile Probation** agrees to furnish **Johnson County Juvenile Probation** an itemized billing statement, which shall include the daily charges specified above and all reimbursable expenses incurred by **Denton County Juvenile Probation** for Johnson County juveniles through the date of the bill.

Billing documents shall be forwarded to:

Johnson County Juvenile Probation
Attention: Cristy Malott
1102 E. Kilpatrick, Suite C
Cleburne, TX 76031-6031

4.03 **PAYMENT:** Payment shall be made monthly within thirty (30) days after receipt by **Johnson County Juvenile Probation** of **Denton County Juvenile Probation's** monthly invoicing.

Payment shall be made to:

**Denton County Treasurer
401 W. Hickory Street
Suite 309
Denton, TX 76201-9026**

4.04 ACCOUNTING AND INSPECTION: Denton County Juvenile Probation will account separately for any and all state funds paid to Denton County Juvenile Probation by Johnson County Juvenile Probation. Denton County Juvenile Probation will provide access to Johnson County Juvenile Probation to records relating to Johnson County juveniles that may be necessary to monitor Denton County Juvenile Probation's performance under this contract. Denton County Juvenile Probation will retain all applicable records for a minimum of seven (7) years or until any pending audits have been completed or questions answered or resolved regarding the financial records. Denton County Juvenile Probation shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

4.05 TJJD INSPECTION: Denton County Juvenile Probation shall keep all records relating to Johnson County juveniles and make them available for inspection by the Texas Juvenile Justice Department.

4.06 AUDIT BY STATE AUDITOR: Denton County Juvenile Probation 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. Denton County Juvenile Probation 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. Denton County Juvenile Probation will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Denton County Juvenile Probation and the requirement to cooperate is included in any subcontract it awards.

ARTICLE V

5.01 CONDITIONS FOR PLACEMENT: Prior to placement or provided when a juvenile is transported to any Residential Placement Center operated by Denton County Juvenile Probation, the officer effectuating the transfer should have the following with him:

(1) Two copies of the signed Dispositional Order with the conditions ordering the child into placement into the Denton County POST-Adjudication Program; and a copy of the Order of Adjudication and Terms of Probation. Other documentation will be provided prior to the juvenile's arrival as specified by the program staff.

(2) Parent/Guardian's notification of child's whereabouts.

5.02 ORDER EXTENDING TIME: Unless services are extended pursuant to a judicial order issued by the Johnson County Juvenile Court or other legal agreement for continuation of services, juveniles placed in any residential placement facility shall be removed by Johnson County Juvenile Probation, its agents, servants or employees at the time specified by the Court Order issued by the Judge of the Johnson County Juvenile Court.

5.03 CHARGES FOR TRANSPORTATION: Should a juvenile in residential care not be removed by Johnson County Juvenile Probation, its agents, servants, or employees as provided in Section 5.02 by 12:00 noon of the last day of placement; Denton County Juvenile Probation will immediately deliver the juvenile to the Johnson County Juvenile Court or a person authorized

by **Johnson County Juvenile Probation** to receive juveniles. **Johnson County Juvenile Probation** shall be charged \$.055 per mile for each mile traveled.

5.04 **AGREEMENT FOR NON-REMOVAL:** Unless an Order for Release has been delivered that is signed by the Judge of the Johnson County Juvenile Court or other authorization for release provided by **Johnson County Juvenile Probation**, juveniles placed in any Residential Placement Center operated by **Denton County Juvenile Probation** shall not be removed from the care or custody of the Center prior to the expiration of the term and conditions contained in the Court Order except by the Probation Officer or as allowed in Sections 2.01, or Section 5.05

5.05 **CONDITIONS FOR REMOVAL:** If a juvenile is placed in a Residential Placement Center operated by **Denton County Juvenile Probation**, and if found, in the sole judgment of **Denton County Juvenile Probation** to be mentally or physically unfit, dangerous and/or unmanageable or the juvenile's mental or physical condition might endanger that juvenile or other occupants of the Residential Placement Center, then **Denton County Juvenile Probation** will immediately give notice to a person or persons authorized by **Johnson County Juvenile Probation** to remove the juvenile, and said juvenile shall be removed by an authorized person promptly, but in no event longer than (12) hours. In the event said juvenile is not removed, **Denton County Juvenile Probation** is hereby authorized to immediately deliver the juvenile to the **Johnson County Juvenile Probation** or person authorized by **Johnson County Juvenile Probation** to receive juveniles. **Johnson County Juvenile Probation** shall be charged the cost of transportation in accordance with Section 5.03 above.

5.06 **ACCEPTANCE:** **Denton County Juvenile Probation** agrees that any Residential Placement Center operated by **Denton County Juvenile Probation** will accept any juvenile qualified hereunder, without regard to such juvenile's religion, race, creed, color, or national origin.

ARTICLE VI

6.01 **OPERATION:** Nothing in this contract shall be construed to permit **Johnson County Juvenile Probation**, its agents, servants or employees in any way to manage, control, direct or instruct **Denton County Juvenile Probation**, its servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of any Residential Placement Center operated by **Denton County Juvenile Probation**.

ARTICLE VII

7.01 **CONFIDENTIALITY & INDEMNIFICATION:** In consideration of **Denton County Juvenile Probation** and/or its representatives or agents agreeing to provide access to information or records pertaining to a juvenile placed in the Residential Placement Center by **Johnson County Juvenile Probation**, **Johnson County Juvenile Probation** agrees, to the extent permitted by the Constitution and laws of the State of Texas, to indemnify and hold harmless **Denton County Juvenile Probation** for any damages and/or claims, including but not limited to attorney's fees incurred in the event that any breach of confidentiality occurs as a result of **Denton County Juvenile Probation** providing the information or records to **Johnson County Juvenile Probation**.

ARTICLE VIII

8.01 **DUTY TO REPORT:** As required by §261.101 and §261.405 of the Texas Family Code and §358.420 of the Texas Administrative Code, **Denton County Juvenile Probation** shall

report any allegation or incident of abuse, exploitation or neglect of any child alleged to have occurred outside of the juvenile justice system within twenty-four (24) hours from the time the allegation is made, to all of the following:

- (1). The Texas Department of Family and Protective Services (DFPS), Texas Commission on Alcohol and Drug Abuse, or the Texas Department of State Health Services; and
- (2). Local law enforcement agency (such as the County Sheriff's Office).

8.02 As required by §358.400(c) of the Texas Administrative Code, **Denton County Juvenile Probation** shall report any allegation or incident of abuse, exploitation, or neglect of a juvenile, alleged to have occurred while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program within twenty-four (24) hours from the time the allegation is made, to all of the following:

- (1). The Texas Juvenile Justice Department; and
- (2). Local law enforcement (such as the County Sheriff's Office).

8.03 As required by §358.500(b) and (c) of the Texas Administrative Code, **Denton County Juvenile Probation** shall report any allegation or incident of serious physical abuse or sexual abuse of a juvenile alleged to have occurred while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program to all of the following in the time frames prescribed:

- (1). Local law enforcement (such as the County Sheriff's Office) by phone within one (1) hour from the time the allegation is made; and
- (2). The Texas Juvenile Justice Department by phone (877-786-7263) within four (4) hours from the time the allegation is made. Within twenty-four (24) hours from the report by phone, **Denton County Juvenile Probation** shall submit a completed Incident Report Form to the Texas Juvenile Justice Department at its facsimile number (512-424-6716).

8.04 As required by §358.600(b) and (c) of the Texas Administrative Code, **Denton County Juvenile Probation** shall report the death of a juvenile that occurs while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program; or emanates from an illness, incident or injury that occurred or was discovered or reported on the premises of a juvenile probation department, facility, or program; or occurs while in the presence of an employee, intern, volunteer, contractor, or **Denton County Juvenile Probation** regardless of location, to all of the following in the time frames prescribed:

- (1). Local law enforcement (such as the County Sheriff's Office) by phone within one (1) hour from the time the allegation is made; and
- (2). The Texas Juvenile Justice Department by phone (877-786-7263) within four (4) hours from the time the allegation is made. Within twenty-four (24) hours from the report by phone, **Denton County Juvenile Probation** shall submit a completed Incident Report Form to the Texas Juvenile Justice Department at its facsimile number (512-424-6716).

8.05 As required by §358.300 of the Texas Administrative Code, **Denton County Juvenile Probation** shall report any allegation or occurrence of a serious incident, as defined in §358.100(21) and further defined in §358.100(4), (7), (20), (29), and (30), while the child is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program, within twenty-four (24) hours from the time the allegation is made or occurrence is known, to all of the following:

- (1). The Texas Juvenile Justice Department; and
- (2). Local law enforcement (such as the County Sheriff's Office).

8.06 For the purpose of the foregoing provisions, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

ARTICLE IX

9.01 **DISCLOSURE OF INFORMATION:** **Denton County Juvenile Probation** warrants that, prior to entering this contract, it has verified and disclosed the following information to Johnson County 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 **Johnson County Juvenile Probation**:

- A. Any and all corrective action required by any of **Denton County Juvenile Probation's** licensing authorities;
- B. Unless otherwise prohibited by law or judicial order, any and all litigation filed against the **Denton County Juvenile Probation**, or against its employees, interns, volunteers, **Denton County's**, agents and/or consultants that have direct contact with juveniles placed by and through this contract;
- C. Any arrest of any employee, intern, volunteer, of **Denton County Juvenile Probation**, its agent and/or consultant of **Denton County Juvenile Probation** that has or may have direct contact with juveniles placed by and through this contract;
- D. All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by Johnson County Juvenile Probation;
- 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 **Denton County Juvenile Probation** who has or may have had direct contact with juveniles was the alleged or designated perpetrator;
- F. The identity of **Denton County Juvenile Probation** employees, interns, volunteers, subcontractors, agents and/or consultants of the Center who are found to be registered sex offenders; and

- G. The identity of any **Denton County Juvenile Probation's** employees, interns, volunteers, subcontractors, agents and/or consultants of the Center who, have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- H. **Denton County Juvenile Probation** agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Johnson County 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 the **Denton County Juvenile Probation**, prior to placing that individual in a position that involves direct contact with juveniles, and that Denton County Juvenile Probation, in its sole discretion, may determine that the safety of children being served under this Agreement precludes such individual from being placed in a position that involves direct contact with juveniles.

ARTICLE X

10.01 REPRESENTATIONS & WARRANTIES: Denton County Juvenile Probation 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 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 Denton, or any political subdivision thereof;
- C. That it carries sufficient insurance to provide protection to Denton County Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement;
- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations; and
- E. That 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 XI

11.01 SANCTIONS & PENALTIES: The Johnson County Juvenile Probation may upon 30 calendar day's written notice to the **Denton County Juvenile Probation**, terminate the contract in any one of the following circumstances:

- A. If **Denton County Juvenile Probation** fails to comply with **Johnson County Juvenile Probations** reporting requirements, the objectives, terms, conditions or standards of this contract, applicable federal, state or local laws, rules, regulations and ordinances, or any other requirements set forth in this contract;
- B. If **Denton County Juvenile Probation** fails to perform the work and services required by this contract within the time specified herein or any extension thereof;
- C. If **Denton County Juvenile Probation** fails to correct its noncompliance with any term(s) or provision(s) of this contract within 30 calendar days (or any extension as authorized by **Johnson County Juvenile Probation** in writing) after receiving notice of noncompliance from **Johnson County Juvenile Probation**:
- D. If funds allocated to **Johnson County Juvenile Probation** by the state should become reduced, depleted or unavailable during the contract term.
- E. Contract may be mutually terminated by the **Johnson County Juvenile Probation** and **Denton County Juvenile Probation** with written notice received and signed by both parties; the termination may be with or without cause.
- F. If contract is terminated by **Johnson County Juvenile Probation** due to noncompliance or substandard compliance **Denton County Juvenile Probation** may be required to refund the payments they received from **Johnson County Juvenile Probation** from the date of the documented breach of contract; the request for refund shall be made in writing to the **Denton County Juvenile Probation** from **Johnson County Juvenile Probation** within 30 days of the termination of the contract.
- G. If contract is terminated by **Johnson County Juvenile Probation** for any of the reasons listed above **Denton County Juvenile Probation** may be ineligible for future contracts if **Denton County Juvenile Probation** is unable to rectify the reason/s for the termination.
- H. Prior to the **Johnson County Juvenile Probation** terminating a contract with **Denton County Juvenile Probation** due to noncompliance or substandard compliance, **Johnson County Juvenile Probation** may withhold, suspend or reduce the payment made to **Denton County Juvenile Probation** for the time frame granted to **Denton County Juvenile Probation** to correct the noncompliance or non-performance; if **Denton County Juvenile Probation** is unable to correct the noncompliance or non-performance within the time frame allotted the contract shall be terminated.

ARTICLE XII

12.01 ENTIRE AGREEMENT: This agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter of this agreement which is not contained herein shall be valid or binding.

ARTICLE XIII

13.01 APPLICABILITY: This Agreement shall insure solely to the benefit of the parties hereto and not to any third party recipients or supplier of services.

ARTICLE XIV

14.01 ASSIGNABILITY: This Agreement is not assignable.

ARTICLE XV

15.01 GOVERNING LAW: The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of Texas, and all venue of any litigation that may become necessary shall be in Denton County, Texas.

ARTICLE XVI

16.01 AMENDMENT: This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

ARTICLE XVII


17.01 LEGAL CONSTRUCTION: 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, such provisions shall be treated as if they had never been contained herein and the Agreement shall be considered valid and enforceable.

ARTICLE XVIII

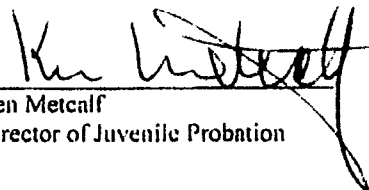
18.01 AUTHORITY: The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.


EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

JOHNSON COUNTY
JUVENILE PROBATION

By: 
Cristy Malott
Director of Juvenile Probation

DENTON COUNTY
JUVENILE PROBATION


Ken Metcalf
Director of Juvenile Probation


Chairman, Juvenile Board

8/28/2020
Date


Johnson County Judge

10/13/2020
Date