



STATE OF TEXAS  
COUNTY OF TOM GREEN

Contract for Detention Services

This Secure Pre-Adjudication Detention Services Contract and Agreement ("Agreement") is entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Stephen C. Floyd, County Judge and the Counties of Johnson County, ("Contract County"), acting by and through its duly authorized representatives, Roger Harmon County Judge and Juvenile Board Chairman Judge Robert Mayfield. This Agreement replaces and supersedes any previous agreements entered into between the parties for detention services.

WHEREAS, Tom Green County operates the Tom Green County Juvenile Justice Center, said Tom Green County Juvenile Justice Center having been duly inspected and certified as being suitable for the detention and treatment of children; and

WHEREAS, Johnson County, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code has need of the use of secure facilities to house and maintain a 'child', as defined in Section 51.02(2), Juvenile Justice Code, who is accused of having committed an offense and is awaiting court action, an administrative hearing or other transfer action.

WHEREAS, Tom Green County desires to make the facilities available to Johnson County for such use and purpose, and said county desires to contract for the use of said facilities:

ARTICLE I  
PURPOSE

- 1.01 The purpose of this Agreement is to provide the Contracting County with secure pre-adjudication detention services for children alleged to have committed delinquent conduct or conduct indicating a need for supervision and have been taken into custody based on probable cause.

ARTICLE II  
TERM

- 2.01 The term of this Agreement will commence on **January 19, 2021** and end on **August 31, 2021**.

ARTICLE III  
PROVISION OF SERVICES

- 3.01 Detention Services. Tom Green County agrees to provide the following detention services, which shall be limited to children accused of delinquent conduct or conduct indicating a need for supervision. Services shall include:

- A safe and secure environment
  - 24 hour intake services
  - Mental health screening
  - Academic program
  - Routine medical care
  - Recreation program
  - Crisis counseling
- 3.02 Basic Needs. The Tom Green County Juvenile Justice Center shall provide basic services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation to local appointments, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous.
- 3.03 Basic Medical Care. Basic medical care up to and including first aid will be provided within the facility. All other dental, medical, mental health, psychological testing, and laboratory services will be billed to Contract County.
- 3.04 Prescription Drugs. Prescription drugs will be the responsibility of Contract County. Ten days prior to the depletion of a supply, the child's Contract County Officer will be contacted in order for that child's parents to provide the prescription. If a new supply is not received five working days prior to the depletion of the prescription, the Administration Staff of the Tom Green County Juvenile Justice Center will order the script and Contract County will be billed.
- 3.05 Educational Services. In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for residential services, the Tom Green County Juvenile Justice Center shall notify the San Angelo Independent School District in which the school is located not later than the third day after the date a child is placed in detention.
- 3.06 Injury & Illness. If a child in the Tom Green County Juvenile Justice Center becomes seriously ill or is involved in a serious accident, the Tom Green County Juvenile Justice Center will ensure that the child's parents and department are notified. Attempts will be made to notify the probation officer and parents immediately. If emergency examination, treatment, or hospitalization outside the Tom Green County Juvenile Justice Center is required for a child placed in the Tom Green County Juvenile Justice Center by Contract County, the Administration Staff of the Tom Green County Juvenile Justice Center is authorized to secure such examination, treatment, or hospitalization at a local medical facility at the expense of Contract County which will be billed for the same.

ARTICLE IV  
COMPENSATION

- 4.01 Payment Rate. Contract County agrees to pay Tom Green County the sum of **\$120.00** per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being the contracted amount but may not be the actual cost of care for children

in the facility. This fee does not exceed the actual cost of childcare in the Tom Green County Juvenile Tom Green County Juvenile Justice Center.

- 4.02 Payment Submission. Payment is to be made monthly. Claim for payment will be submitted no later than ten days from the last day of the month for which payment is being requested.
- 4.03 Additional Costs. If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facility by Contract County, the administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of Contract County and to request that Contract County be billed for the same. Contract County agrees to reimburse Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify Contract County of such an emergency within twenty-four hours of its occurrence.
- 4.04 Furloughs. Tom Green County recognizes that time away from the Tom Green County Juvenile Justice Center may be necessary for situations such as hospitalization or pre-planned visits to placement facilities. Tom Green County must retain space for the child until their return. Contract County will pay Tom Green County the above agreed upon amount for such regularly scheduled days away from the Tom Green County Juvenile Justice Center and its program providing they do not exceed ten (10) days at any one time without prior written permission. Except in an emergency, or upon expiration of a court order, Tom Green County will not release a child to any person other than an agent for Contract County without express consent of Contract County. Any furlough will only be granted with prior approval of the Judge of Juvenile Court in Contract County or his designated representative.
- 4.05 Refund & Repayment. In the event of overpayment of funds or termination as described in Article XIV, Tom Green County shall refund any amount due to Contract County within 30 days.

#### ARTICLE V TERMS OF STAY

- 5.01 Availability. Contract County plans to utilize the Tom Green County Juvenile Justice Center on an "as space is available" basis and understands that acceptance of children into the facility will be determined by space availability. In the event overcrowding exists in the facility, Tom Green County retains the right to require Contract County to remove children.
- 5.02 Acceptance. The Tom Green County Juvenile Justice Center is under no obligation to accept a child who is deemed inappropriate for detention by the Administration Staff of the Tom Green County Juvenile Justice Center.
- 5.03 Custody. It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of Contract County shall be maintained therein

except that the staff of the facility may take the children under supervision from the facility for medical treatment or other community services required.

- 5.04 Orders of Detention. It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed there from by Contract County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of Contract County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.
- 5.05 Youth Without Orders. It is further understood and agreed by the parties hereto that a child in pre-adjudication care who is not removed by Contract County, its agents, servants, or employees as noted in 5.04 by 12:00 o'clock noon of the tenth (10) working day of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of Contract County for which there will be an additional charge of .565 cents per mile, for a total mileage to and from Contract County.
- 5.06 Counties Without Facilities. For a county or department that does not operate a secure pre-adjudication facility, the ten (10) day period described in 5.04 and 5.05 shall be extended to fifteen (15) days.
- 5.07 Orders of Release. It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as defined in 4.04, without delivery of an Order for Release signed by the Judge of the Juvenile Court of Contract County.
- 5.08 Operational Authority. It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit Contract County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of Contract County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Juvenile Justice Code 51.12.
- 5.09 Unauthorized Departure. If a child makes an unauthorized departure from the Tom Green County Juvenile Justice Center, Contract County shall be notified immediately. If a child makes an unauthorized departure from an agent of Contract County, while in detention at the Tom Green County Juvenile Justice Center, the Tom Green County Juvenile Justice Center will be notified as soon as possible.

- 5.10 Mental Health Commitments. If a child is accepted by the Tom Green County Juvenile Justice Center from Contract County and the Administration Staff has reason to believe that such child is mentally ill or suicidal, and has need of a mental health assessment, then the administrative staff shall notify Contract County, who shall then arrange for the child to be evaluated by a mental health professional. If the assessment determines that the child is in need of immediate mental health services and inappropriate for detention at the Tom Green County Juvenile Justice Center, Contract County may institute mental commitment proceedings. The Tom Green County Juvenile Justice Center may, based on their discretion, receive the child back into its custody, if such assessment does not indicate that the child is in need of immediate mental health services, or if the child is not committed to a mental health facility.

ARTICLE VI  
EVALUATION CRITERIA

- 6.01 Tom Green County will report on an annual basis as to the output and outcome measures listed below. The performance of Tom Green County in achieving the goals of this Agreement will be evaluated on the basis of the output and outcome measures contained in this section.
- A. Goals. Tom Green County's performance under this Agreement will be evaluated according to the following specific performance goals:
    - 1. Ensure that each child is provided with a safe and secure environment.
    - 2. Ensure that each child's basic educational, medical, dental, and mental health needs are met.
  - B. Outputs. Tom Green County's performance under this Agreement will be evaluated according to the following output measures:
    - 1. The number of children who were placed at the Tom Green County Juvenile Justice Center during the monitoring period.
    - 2. The number of children who had no confirmed instances of abuse, neglect, or exploitation during their stay.
    - 3. The number of children who were provided with appropriate educational, medical, dental, and mental health (as needed) services.
  - C. Outcomes. Contract County will further evaluate Tom Green County by the following outcome measures:
    - 1. Percentage of children who had no confirmed instances of abuse, neglect, or exploitation during their stay.
    - 2. Percentage of children who were provided with appropriate educational, medical, dental, and mental health (as needed) services.

ARTICLE VII  
ACCOUNTING, REPORTING, & AUDITING

- 7.01 Eligible to Receive State Funds. The Tom Green County Juvenile Justice Center is owned and operated solely by Tom Green County and therefore exempt from certifying its eligibility to receive state funds.
- 7.02 Acceptance of State Funds. Tom Green County understands that acceptance of state funds, whether whole or in part, 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. Tom Green 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.
- 7.03 Generally Accepted Accounting Principles ("G.A.A.P."). Tom Green County acknowledges that state funds may be used to pay for services rendered to under this Agreement. For this reason, Tom Green County will account separately for the receipt and expenditure of all funds received from Contract County, the State of Texas, or any federal program, and will adhere to G.A.A.P. in the accounting, reporting and auditing of such funds.
- 7.04 Examination & Evaluation. Tom Green County will permit Contract County 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 (announced and unannounced), observation of programs in operation, desk auditing, and interview or questionnaire administration to Tom Green County staff and other individuals when deemed necessary.
- 7.05 Requests for Information. Tom Green County will comply in a timely and complete manner with all of Contract County's requests for information as a part of the monitoring, auditing, or investigatory process, including financial information, records, and documents related to evaluating costs of services provided for under this Agreement. When requested by Contract County, Tom Green County shall timely submit any files or records relating to services provided for under this Agreement to Contract County or its authorized designee as a part of the monitoring, auditing, or investigatory process.
- 7.06 Records Retention. Tom Green County will retain and make available to Contract County 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.
- 7.07 Liability. Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

ARTICLE VIII  
REPRESENTATIONS

- 8.01 Authority to Contract. Tom Green County states that it has all necessary right, title, license and authority to enter into this Agreement.
- 8.02 Qualified to do Business. Tom Green 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 Tom Green, or any political subdivision thereof.
- 8.03 State Comptroller. Tom Green County states that it maintains good standing with the State Comptroller of Public Accounts and is not on vendor hold status.
- 8.04 Licensed. Tom Green County states that it holds all necessary licenses and staff certifications to provide the type(s) of services being provided for under this Agreement.
- 8.05 Legal Compliance. Tom Green 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.
- 8.06 Assignment. Tom Green County will not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Contract County.
- 8.07 Notice of Suit. Tom Green County will notify Contract County within five (5) days of receiving notice if any of Tom Green County's employees, volunteers, and other individuals acting under the auspices of Tom Green County is named as a party in a civil lawsuit or criminal proceeding if the lawsuit relates to services provided under this Agreement.
- 8.08 Health & Safety of Youth. Tom Green County will ensure that all of its programs, services, and facilities provide adequate health and safety protections, procedures, and policies for all youth being serviced.
- 8.09 TJJD Guidelines. The Tom Green County Juvenile Justice Center will be operated in accordance with standards promulgated by the Texas Juvenile Justice Department.
- 8.10 Confidentiality. Tom Green County will maintain strict confidentiality of all information and records relating to all children under the supervision of Contract County 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.
- 8.11 Judicial Proceedings or Hearings. Tom Green County will cooperate with and testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter Contract County 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.



- 8.12 Boycott Israel. Tom Green 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.
- 8.13 Officials Not to Benefit. No officer, member or employee of Tom Green County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which effects his personal interest or have any personal or pecuniary interest, direct or indirect in this Agreement or the proceeds thereof.

ARTICLE IX  
LAW & VENUE

- 9.01 Law & Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any litigation arising from this Agreement must be in Tom Green County, Texas.
- 9.02 Validity. In the event any one or more of the provisions contained in this Agreement is for any reason 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 X  
EQUAL OPPORTUNITY

- 10.01 Non-Discrimination. Tom Green County will respect and protect the civil and legal rights of all employees, children, and their parents in compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, and all amendments to each, and all requirements imposed by the regulations pursuant to these acts. 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.
- 10.02 HIV/AIDS Guidelines. In accordance with Subtitle D, Title 2, Health and Safety Code, Chapter 85, Section 85.113 and 85.115, Tom Green County will adopt and implement workplace and confidentiality guidelines concerning persons with AIDS and HIV infection and related medical information. Tom Green County guidelines shall be consistent with guidelines published by the Texas Department of Health, and all other applicable regulations, policies and procedures.

ARTICLE XI  
PREA & DUTY TO REPORT

- 11.01 Prison Rape Elimination Act. Pursuant to 28 CFR, Part 115, Section 115.13 (Standards for Juvenile Facilities), Tom Green County, if providing services in a secure correctional facility under this Agreement, 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 22, 2016, and at least once during each three-year period thereafter, Tom Green County shall ensure that the facility under its operational control is audited for compliance with PREA and shall make said audit results available to Contract County upon request.
- 11.02 Duty to Report. Tom Green County and all of its employees, volunteers, or other individuals will report any incident or allegation of any incident of abuse, neglect, exploitation, death or other serious incident involving a child as required by the facility's licensing authority, and in accordance with the reporting requirements of Texas Family Code §261.101. For the duration of a child's placement at the Tom Green County Juvenile Justice Center, Tom Green County will immediately notify the Juvenile Department of Contract County of any incident of serious abuse, neglect, exploitation, death, or other serious incident involving any child at the Tom Green County Juvenile Justice Center.

ARTICLE XII  
SANCTIONS & PENALTIES

- 12.01 Based on information from monitoring or other verifiable sources, Contract County may terminate this contract for the reasons set forth in Article XIV, or take actions including but not limited to: imposition of recommendations from an audit or investigation, removal of all Contract County children currently in the program, and/or cessation of placement.
- 12.02 Tom Green County acknowledges that a default or an event of default as defined in Article XII herein may result in payment being withheld or permanently suspended in whole or in part, and that Tom Green County may become ineligible to enter into future agreements with Contract County.

ARTICLE XIII  
DEFAULT

- 13.01 Tom Green County defaults by:
- A. Failing to comply with any federal or state law, administrative rule, or regulation applicable to the services provided herein;
  - B. Failing to perform its duties and responsibilities in accordance with the terms and conditions of this Agreement; or
  - C. Failing to achieve the defined goals and outcomes contained herein.

13.02 An event of default will occur when, after receiving notice of default by Contract County, Tom Green County does not cure such default within a period of ten (10) days (or such extension as authorized by Contract County in writing).

ARTICLE XIV  
TERMINATION

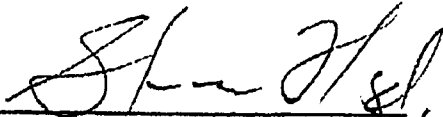
- 14.01 This Agreement may be terminated:
- A. Upon an event of default as defined in section 13.02 herein;
  - B. Upon 10 days' written notice by either party, to the other party; or
  - C. At any time by mutual agreement in a writing signed by both parties.
- 14.02 Termination of the child's detention with the Tom Green County Juvenile Justice Center shall occur only after notifying Contract County of the causes and with sufficient lead-time of at least two (2) days to allow alternate detention.

ARTICLE XV  
EXECUTION

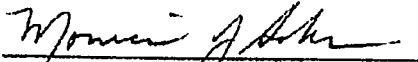
15.01 Each person signing this Agreement warrants that he or she has power and authority to bind the party for which he or she signs to all of the terms and conditions of this Agreement.

ON February 25, 2021 FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

TOM GREEN COUNTY

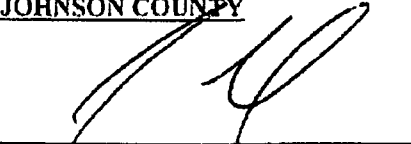


STEPHEN C. FLOYD,  
County Judge and Presiding Officer  
Of Tom Green County, Texas  
Commissioners' Court



MONICA Y. SCHNIERS,  
Chief Juvenile Probation Officer  
Tom Green County

JOHNSON COUNTY



ROBERT MAYFIELD,  
Judge and Juvenile Board Chairman,  
Johnson County



ROGER HARMON,  
County Judge  
Johnson County