

APR 12 2021

Approved

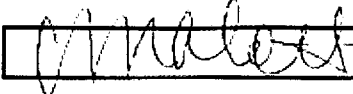
REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Cristy Malott

TODAY'S DATE: 3/24/21

DEPARTMENT: Juvenile Services

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: 04/12/2021

SPECIFIC AGENDA WORDING: Consideration of Interlocal Cooperation Agreement with Travis County for Foster/Adjudication/Secure Therapeutic Family Residential Treatment 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: _____

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 _____

**ARTICLE II
DEFINITIONS**

- 2.01 For purposes of this Agreement, the following definitions apply:**
- A. "Child/Children": Any child/children under juvenile probation supervision of Sending County who have been accepted by the Travis County Chief for placement at the ISC.**
 - B. "Child's Probation Officer": A juvenile probation officer of the Sending County who is assigned to a Child.**
 - C. "Detention Center": Gardner-Betz Juvenile Justice Center, a secure pre-adjudication detention facility located at 2515 S. Congress Ave., Austin, Texas 78704.**
 - D. "Facilities": Collectively refers to the ISC and Detention Center.**
 - E. "Facility Administrator": The individual designated by the Travis County Chief who has ultimate responsibility for managing and operating the ISC facility. This definition includes the certified juvenile supervision officer who is designated in writing as the acting Facility Administrator during the absence of the Facility Administrator.**
 - F. "Furlough": A period of time during which a Child is allowed to leave the facility premises and go into the community unsupervised for various purposes consistent with public interest.**
 - G. "HIPAA": Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191).**
 - H. "ISC": W. Jeanne Meurer Intermediate Sanctions Center, a secure post-adjudication correctional facility located at 2515 S. Congress Ave., Austin, Texas 78704.**
 - I. "ITP": Individualized Treatment Plan.**
 - J. "PREA": Prison Rape Elimination Act of 2003 (28 CFR §115).**
 - K. "Regional Diversion Coordinator": Receiving County's staff designated to serve as the liaison and primary point of contact for Sending Counties.**
 - L. "Travis County Chief": Travis County Chief Juvenile Probation Officer.**
 - M. "Treatment Team": Multidisciplinary team comprised of, at minimum, probation, residential and treatment staff directly involved with a child's treatment and programming in the ISC.**

**ARTICLE III
TERM**

- 3.01 This Agreement is effective on the date on which the last party signs it. The Agreement is for a one (1) year term, with the option to continue the program for two additional one-year terms, subject to continued state appropriated funding.

**ARTICLE IV
OPERATIONAL AUTHORITY**

- 4.01 Receiving County owns and operates a pre-adjudication secure detention facility and a post-adjudication secure correctional facility. The ISC is a secure post-adjudication correctional facility and the Detention Center is a secure pre-adjudication detention facility. These facilities are registered with the Texas Juvenile Justice Department (TJJD) and certified by the Travis County Juvenile Board.

**ARTICLE V
ACCEPTANCE & PLACEMENT OF CHILD
BY RECEIVING COUNTY**

- 5.01 The ISC program placement objectives are to provide:
- 5.01.1 Effective programming and services for children placed in the ISC.
 - 5.01.2 A successful transition and re-entry for children returning to their community.
- 5.02 Receiving County will only accept and place a child at the ISC with: 1) prior written approval of the Travis County Chief or Facility Administrator; 2) acknowledgement from TJJD that the child is eligible for placement in the ISC under the regional diversion alternatives application process; and 3) a health assessment, conducted by Receiving County, to determine if the child is in need of any emergency medical care and is not in psychiatric crisis. The parties acknowledge and agree that Receiving County is under no obligation to accept a child who is deemed by Receiving County to be inappropriate for placement in the ISC program.
- 5.03 Prior to admission, Receiving County shall receive from Sending County the TJJD "Interagency Placement Application" and any other pre-admission records pertaining to a child as currently listed, or subsequently amended, in 37 Texas Administrative Code, Sec. 343.600. All documents shall be sent to:

Regional Diversion Coordinator
Travis County Juvenile Probation Department
2515 S. Congress Ave.
Austin, Texas 78704
Inv-RegionalDiversion@traviscountytexas.gov
(512) 854-5633 | fax: (512) 854-7087

ARTICLE VI
RESPONSIBILITIES AND OBLIGATIONS
OF RECEIVING COUNTY

- 6.01 Level of Care.** Receiving County's programs all meet or exceed "specialized" level of care standards as outlined by TJJD.
- 6.02 ISC Services.** Services to be provided include:
- 6.02.1** Routine supervision, intervention, and therapeutic services to provide for a child's safety, involvement in age-appropriate structured activities, educational and rehabilitative services, and guidance from professionals and paraprofessionals to help attain or improve functioning appropriate to a child's age and functioning/development.
- 6.02.2** A full range of treatment and rehabilitative interventions including educational, social, recreational, psycho-educational, as well as behavioral and mental health services.
- 6.02.3** Specialized treatment of children in need of sex offense specific treatment. This treatment is offered within the general ISC program and is tailored to effectively stabilize, manage and treat the specialized needs of these children in a developmentally appropriate manner.
- 6.02.4** Appropriately licensed medical and mental health professionals to manage and facilitate ongoing treatment, to include crisis intervention, as needed.
- 6.02.5** Monthly Treatment Team meetings to develop and refine Individualized Treatment Plans (ITPs), monitor the progress of children and plan each child's transition back to the community.
- 6.03 Education.** Within the limits of state and federal law, all children will have access to, at a minimum, appropriate public education and related services through the Austin Independent School District while residing at the ISC.
- 6.04 Basic Medical Care.** Medical health care services that can be provided at the ISC.
- 6.05 Written Reports.** Receiving County shall provide the Child's Probation Officer with a written report of the child's progress toward or achievement of goals/objectives contained in the ITP on a monthly basis.
- 6.06 Emergency Notification.** Receiving County will ensure that the child's parent/legal guardian/custodian, Child's Probation Officer and any person specifically designated by an authorized agent of Sending County are promptly notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or incident, or has been transported to a hospital or emergency care facility.

ARTICLE VII
RESPONSIBILITIES AND OBLIGATIONS
OF SENDING COUNTY

- 7.01 **Transportation.** Sending County shall be responsible for all transportation needs of a child, a Child's Probation Officer and a child's family, except for child's transportation within Travis County, Texas.
- 7.02 **Probation Supervision.** A child's probation supervision shall remain under the jurisdiction of Sending County while the child is receiving services under this Agreement.
- 7.03 **Case Plan/Case Plan Review.** The Child's Probation Officer is responsible for completing the Case Plan and ongoing Case Plan Reviews, and for providing copies to the Regional Diversion Coordinator upon child's placement in the ISC. All Case Plans and Case Plan Reviews shall be conducted in accordance with Chapter 37 of the Texas Administrative Code.
- 7.04 **Child's Parent and Probation Officer Participation.** The parties acknowledge that a significant part of a child's rehabilitation process is parental involvement. The ISC program requires a child's parent/legal guardian/custodian to participate in treatment planning, family services, and transition planning, either in person or remotely. If a child's parent/legal guardian/custodian is unable to attend in person, arrangements may be made for participation via a variety of means including HIPAA compliant audio/visual technology, which may include utilizing the Internet. The ISC program requires that a Child's Probation Officer participate in treatment planning, multi-disciplinary team progress reviews and transition planning. A Child's Probation Officer shall conduct monthly visits with a child from a Sending County.
- 7.05 **Confidentiality.** The Sending County may receive protected health information related to the child under Chapter 58, Texas Family Code, which must be kept confidential. The Sending County must comply with all applicable state or federal laws or regulations requiring confidential information to be safeguarded, used, or disclosed only for authorized purposes by authorized users, including but not limited to: HIPAA privacy, security and breach notification regulations; relevant Texas Family Code provisions; Sec. 159.005, Texas Occupations Code; and Sec. 129.001, Texas Civil Practice and Remedies Code.

ARTICLE VIII
SEPARATION OR DISCHARGE FROM THE ISC

- 8.01 When a child's separation from the ISC placement program is required due to disciplinary issues or concerns for the safety and security of the child, other children or staff, the child may be transferred to a separate unit in the ISC or to the Detention Center for temporary housing. The child may remain separated from the program until the Facility Administrator or designee deems it appropriate for the child to return to the program or to be discharged from the ISC in accordance with Sec. 8.02.
- 8.02 If a child commits a new offense or a violation of probation while residing at the ISC, the child may be transferred to the Detention Center or to the Travis County Jail depending on

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the child's age and offense level. Receiving County will promptly contact Sending County to determine the next course of action for the child. If Receiving County elects to discharge the child from the ISC, Sending County shall pick up the child at the Detention Center promptly within 24 hours, excluding weekends and holidays. Receiving County will only release a child to a person or agency specifically designated by an authorized agent of Sending County.

- 8.03 If a child is discharged from the ISC, Sending County will pay the per diem rate set forth in Addendum A for each day a child remains in the Detention Center past the initial 24-hour time period, excluding weekends and holidays.
- 8.04 Receiving County reserves the right to discharge a child from placement at the ISC at its sole discretion and for any reason whatsoever. If the child is discharged, Sending County must send an authorized person or agency to pick up the child. In any event, Receiving County will only release a child to a person or agency specifically designated by an authorized agent of Sending County.

ARTICLE IX

FURLOUGH FROM THE ISC

- 9.01 The parties recognize that a child's ITP may include time away from the ISC on furlough, such as weekends and/or holidays. The parties agree that any furlough decision, along with the specific time frame, must be approved by the Facility Administrator or designee upon recommendation by the Treatment Team.
- 9.02 Receiving County shall coordinate with Sending County to schedule a mutually agreeable day and time for a child's furlough. Sending County will be responsible for the child's transportation to and from Travis County, and for the child's supervision during any furlough to Sending County. Receiving County will only retain a bed for a child until the child's timely return from any approved furlough.

ARTICLE X

POST-DISCHARGE COLLABORATION

- 10.01 Parties acknowledge that successful transition and re-entry into the community is a primary objective of the ISC placement program. Provided a child remains under Sending County's supervision following successful discharge from the ISC, parties agree and commit to maintaining collaborative contact for up to twelve (12) months regarding the child's transition back to the community.
- 10.02 Post-discharge collaboration will: 1) promote successful transition and re-entry to benefit the child, family and community; and 2) assist Receiving County in evaluating and potentially implementing programmatic changes to benefit other children, families and communities in the future.

**ARTICLE XI
COMPENSATION**

- 11.01 Payment for services provided under to this Agreement shall be made from state grant funds maintained and designated for this purpose by the TJJD. Said funding will: 1) compensate Receiving County for the services performed under this Agreement; and 2) be made from current funding available to the TJJD. It is understood and agreed to by the parties that this Agreement is funded with state appropriated grant funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 11.02 The parties agree that the portion of any day on which a child arrives at a Receiving County facility shall be computed as a full day under this Agreement.
- 11.03 Sending County shall be responsible for all medical service costs not included in the basic medical care provided in the ISC program.
- 11.04 If any per diem or medical service costs are assessed, then Receiving County shall submit an invoice for payment to the Sending County on a monthly basis within fifteen (15) working days following the end of the invoiced month. Each invoice shall include information deemed necessary for adequate fiscal control including the child's initials, SID number, number of days the child was placed during the invoiced month, and the per diem rate. Receiving County will send invoices to:

Johnson County Juvenile Services
Attn: Jennifer Franklin
jfranklin@johnsoncountytexas.org
1102 E. Kilpatrick, Suite C
Cleburne, TX 76031

- 11.05 Invoices submitted by Receiving County shall be paid by Sending County within thirty (30) days of receipt. The check will reference the Receiving County's invoice number and will be made payable to "Travis County Juvenile Probation." Payment will be sent to:

Travis County Juvenile Probation
Attn: Financial Services
2515 S. Congress Ave.
Austin, Texas 78704

- 11.06 Sending County will direct any inquiries regarding an invoice or other fiscal matter to Receiving County's Fiscal Officer at (512) 854-7008. Sending County will not contact any other Receiving County employees regarding fiscal matters.

**ARTICLE XII
REPRESENTATIONS**

- 12.01 Receiving County hereby represents and states the following:

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- 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 Travis or any political subdivision thereof.
- C. That it 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.
- D. That all of its employees, interns, volunteers and other individuals providing services to children under the auspices of Receiving County will report and investigate any incident or allegation of abuse, neglect, exploitation, death or other serious incident involving a child in its Facilities in accordance with Chapter 261, Texas Family Code, and Title 37, Texas Administrative Code, Chapter 358, or successor provisions, and PREA.

Additionally, all incidents and allegations, including sexual abuse, serious physical abuse and death will be faxed or emailed to Sending County's Chief Juvenile Probation Officer or other authorized designee, within 24 hours of the initial report.

- E. That it prominently posts in all public and staff areas in all of its office and facility areas, both the English and Spanish language versions of the following official notice forms: TJJJD Notice to Public Regarding Abuse, Neglect and Exploitation; and TJJJD Notice to Employees Regarding Abuse, Neglect and Exploitation.
- F. That it will permit Sending County to examine and evaluate its program of services provided under the terms of this Agreement and/or to review the records of an individual child in accordance with Sec. 58.0052, Family Code. Receiving County agrees to maintain any child care records, treatment records and any documents connected with the provision of child care and special treatment services for a minimum of seven (7) years after the child's final discharge or until any pending litigation, claim, audit or review, and all questions arising therefrom have been resolved.

Sending County's examination and evaluation of the ISC program may include site visitation, observation of programs in operation, interviews and the administration of questionnaires to staff, as well as children, when deemed necessary.

- G. That it will cooperate with and testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter Sending 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.
- H. That it will maintain strict confidentiality of all information and records relating to children from Sending 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.

1. That it 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/gender, religion, disability, military status, sexual orientation, national origin, or other legally protected categories, classes or characteristics.
- 12.02 Receiving County has adopted and will comply with PREA, which establishes a zero-tolerance standard against sexual assault and sexual harassment of incarcerated persons, including juveniles, and addresses the prevention, detection, elimination, and reporting of sexual assault in juvenile facilities. Pursuant to the PREA standards, Receiving County will:
- A. Permit Sending County to monitor its facilities and records as necessary to ensure that Receiving County is in compliance with said standards. Receiving County will make available to Sending County a copy of its most recent PREA audit. Receiving County will be responsible for the financial cost associated with any PREA audit.
 - B. Collect accurate, uniform data for every allegation of sexual abuse at its facilities, using the most recent version of the Survey of Sexual Violence issued by the Department of Justice and will provide all incident-based sexual abuse data and aggregated sexual abuse data for the previous calendar year to Sending County no later than May 31st of each year.
 - C. Ensure that all of its employees, interns, volunteers and other individuals working under the auspices of Receiving County who provide goods or services directly to children in a facility undergo the requisite background checks, child abuse registry checks, and training certification explaining their responsibilities under Receiving County's sexual abuse and sexual harassment prevention, detection and response policies and procedures.

ARTICLE XIII
DEFAULT

- 13.01 An event of default will occur under the following circumstances:
- A. Receiving County defaults by failing to perform the services or any of the other responsibilities and obligations called for by this Agreement and, after receiving notice of default by Sending County, does not cure such default within a period of twenty (20) days.
 - B. Sending County defaults by failing to pay for any services in accordance with the provisions of Article XI herein and, after receiving notice of default by Receiving County, does not cure such default within a period of twenty (20) days.

**ARTICLE XIV
TERMINATION**

- 14.01 This Agreement may be terminated:**
- A. In an event of default as defined in Article XIII hereinabove;**
 - B. By either party upon thirty (30) days' written notice to the other party of the intention to terminate; or**
 - C. Upon exhaustion of available funds.**

**ARTICLE XV
MISCELLANEOUS**

- 15.01 Receiving County may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of the Sending County.**
- 15.02 Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the actions of the other party. The parties expressly acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by either party of any immunities from suit or from liability to which either party otherwise may be entitled nor will it be so construed.**
- 15.03 Within five (5) business days of receiving notice of any claim, demand, suit or any action made or brought against either party, arising out of the activities conducted pursuant to this Agreement, the party will give written notice to the other party of such claim, demand suit or other action. The notice must include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; and (d) the name or names of any person(s) against whom such claim is being made.**
- 15.04 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 Travis County, Texas.**
- 15.05 Exclusive venue for any litigation arising from this Agreement shall be in Travis County, Texas.**
- 15.06 By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, the parties do not intend to create any rights in any third party by virtue of this Agreement.**
- 15.07 In the event 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**

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contained therein.

15.08 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 subject matter hereof.

15.09 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof, and be duly executed by the parties hereof.

ARTICLE XVI
EXECUTION


16.11 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 March 16 20 21 FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

TRAVIS COUNTY JUVENILE BOARD




JUDGE RHONDA HURLEY, CHAIR
Travis County Juvenile Board

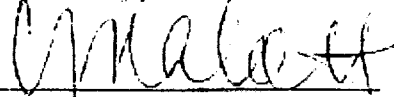


ESTELA P. MEDINA
Chief Juvenile Probation Officer
Travis County Juvenile Probation Department

JOHNSON COUNTY JUVENILE SERVICES



ROBERT MAYFIELD, CHAIR
Johnson County Juvenile Board



CR. STY MALOTT
Chief Juvenile Probation Officer
Johnson County Juvenile Services



Johnson County Judge

ADDENDUM A

CURRENT PER DIEM RATE

SECURE PRE- AND POST-ADJUDICATION CORRECTIONAL FACILITY SERVICES

Per Diem Rate:	\$298.00
Effective Date:	<u>03/16/2021</u>

Last Revised: 3-10-21