

AUG 09 2021

Approved

REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Cristy Malott

TODAY'S DATE: 7-28-21

DEPARTMENT: Juvenile Services

SIGNATURE OF DEPARTMENT HEAD:

C Malott

REQUESTED AGENDA DATE: 08/09/2021

SPECIFIC AGENDA WORDING: Consideration of Gulf Coast Trades Center Contract for Residential Services FY22.

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 _____

STATE OF TEXAS

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COUNTY OF WALKER

**GULF COAST TRADES CENTER
CONTRACT FOR RESIDENTIAL SERVICES
Contract Term: September 1, 2021 – August 31, 2022**

The JOHNSON County Juvenile Services (collectively referred to as "Juvenile Services" and Gulf Coast Trades Center, Inc., 143 Forest Service Road #233, New Waverly, Texas 77358, hereinafter called the Service Agency, by this agreement and in consideration of the mutual promises set forth below, have agreed as follows:

I. SERVICES

Service Agency will provide the following services:

- A. Room
- B. Board
- C. Clothing, Personal Hygiene Items, Hair Cuts
- D. Supervision by Qualified Adults
- E. Casework Services
- F. Counseling Services
- G. Individualized Program Plan
- H. School
- I. Vocational Training

II. FEES

- A. Levels of care and services to be provided at each level are those defined in the Texas Health and Human Services Commission rate schedule for Purchase of Services. These fees do not exceed the maximum rates allowed in the latest Texas Juvenile Justice Department/Health and Human Services Maximum Rate Schedule.

For and in consideration of the above mentioned services, the Juvenile Services agrees to pay the Service Agency:

Moderate Level	Facility \$108.18 per day
Specialized Level	Facility \$162.30 per day

in the event the per diem rate schedule changes, the amended rates shall be honored without amendment to the agreement.

- B. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency prior to the client's re-entry in the community, and that the Service Agency must retain space for this client until his return, Juvenile Services will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- C. If a client makes an unauthorized departure from the Service Agency, Juvenile Services shall be notified immediately. If the client returns to the Service Agency within ten (10)

days, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten (10) days payment.

- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations; however, every effort should be made to reconcile the incident to both parties' satisfaction.
- E. Payment is to be made monthly, or at the termination of the residential period of the client, if sooner. Claim for payment will be submitted by Service Agency no later than ten (10) days from the last day of the month for which payment is being requested.

III. INDIVIDUAL CASE PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Service Plan developed in concert with the youth and mutually agreed upon by the appropriate Service Agency staff and the assigned personnel. A copy of the Service Plan shall be sent to the assigned personnel no later than 45 Days after placement.
- B. The Service Plan shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how, if at all, the parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the juvenile's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Juvenile Justice Code.
- C. The Service Agency shall remain in contact via phone and electronic with assigned personnel staff regarding client's progress and provide a written report of progress upon request, but no less than one time per month.
- D. If a client in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in a disruptive incident, the Service Agency shall notify the client's probation officer or other probation staff within a twenty four hour period following the incident and ensure that parents, proper authorities, the Texas Department of Family & Protective Services, or the police are notified if appropriate. A written incident report and/or police report will be sent to the assigned probation officer no later than five (5) working days after the occurrence.
- E. Juvenile Services reserves the right to terminate the client's placement at the Service Agency at its discretion. The Service Agency will not release the client to any person other than Juvenile Services without the express consent of appropriate personnel.
- F. The Service Agency will obtain prior approval from appropriate personnel before the client's participation in any furloughs, home visits, or extended agency trips.
- G. Unless otherwise stipulated by Juvenile Services, the client may visit freely with parents and relatives at the Service Agency in accordance with established Service Agency policies, procedures, privileges and level system.

IV. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit Juvenile Services to examine and evaluate its program of services provided under the terms of this Contract and to review Juvenile Services juvenile records. This examination and evaluation of the program will include

unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Service Agency and the client when deemed necessary.

- B. The Service Agency agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Juvenile Services and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records. Gulf Coast Trades Center utilizes Generally Accepted Accounting Principles in all its financial transactions.
- C. The Service Agency agrees to maintain these records for seven (7) years after the final payment or until the state-approved audit has been made and all questions there from are resolved.
- D. Service Agency understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the auditor or investigation, including providing all records requested. Service Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- E. The Service Agency shall use Generally Accepted Accounting Principles (GAAP).
- F. Service Agency shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

V. GOALS, OUTPUTS, AND MEASURABLE OUTCOMES

- A. The Service Agency agrees to pursue the goals and values of the Juvenile Services through providing services to clients which enable client growth and development to the client's fullest potential. This development will be through provision of a safe, drug-free environment in which counseling services are utilized as tools for educational, emotional, and behavioral catharsis.
- B. The Service Agency shall provide the Juvenile Services, within ten working days, information which outlines the services provided to clients. These output measures may include, but are not limited to:
 - 1. Average length of stay of clients.
 - 2. Specific types of milieu implemented by the Service Agency.
 - 3. Average number of counseling hours provided each client daily, weekly, or monthly.
 - 4. Number and types of reporting measures.
- C. The Service Agency agrees to furnish Juvenile Services, within ten working days, annual indicators which express the effectiveness of the Service Agency in providing public benefit. These measurable outcomes may include:

1. The percentage of clients successfully completing the program.
2. The percentage of clients who are re-unified with family or guardians.
3. The percentage of youth who were placed on jobs.

VI. DEFAULT

- A. Juvenile Services may by written notice of default to the Service Agency, terminate the whole or any part of this Contract in any one of the following circumstances.
 1. If the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
 2. If the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) days for such extension as authorized by County Juvenile Services Department, in writing after receiving notice of default.

VII. LICENSING, REPRESENTATION AND WARRANTIES

- A. The Service Agency shall be licensed by the Texas Department of Protective and Regulatory Services for those programs which are under the licensing authority of the Texas Department of Protective and Regulatory Services.
- B. The Service Agency shall meet all other required licenses pertaining to health, fire and safety standards and shall provide copies of the most recent report to the county probation department upon request.
- C. Service Agency 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 service 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 JOHNSON, or any political subdivision thereof.

VIII. FEE ASSESSMENT

- A. Clients nor their families will be assessed fees for services by the Service Agency. This does not preclude reasonable attempts to seek voluntary contributions from families of County juveniles for donations of clothing, personal articles, and funds to assist in support of a client's rehabilitation.
- B. Under Section 231.006, Family Code, the Service Agency certifies that the individual or business entity named in this contract is not ineligible to receive the specific grant or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- C. The Service Agency will adhere to all applicable state and federal laws and regulations pertinent to the contractor's provision of services.

- D. The Service Agency shall account separately for the receipt and expenditure of any and all funds, including those from the Texas Juvenile Justice Department received under this contract.
- E. Under Provision 4.11.2.4 from the Texas Juvenile Justice Department, payment for services rendered may be paid partly or wholly with Texas Juvenile Justice Department State Funds.

IX. TERMINATION

- A. This contract may be terminated without fault or cause by either party by giving at least ten (10) days written notice of the intention to terminate by certified mail, facsimile transmission, or personal delivery to the other party.

X. INDEMNITY AND HOLD HARMLESS

- A. Gulf Coast Trades Center shall indemnify and hold Juvenile Services harmless from and against any and all loss, claim damage liability fee or expense (including reasonable attorney fees) arising or alleged to arise from any act or omission of Contractor or any of its agents, servants, employees, and subcontractors. The foregoing indemnify shall survive the termination of this contract.

XI. MEDICAL

- A. Juvenile Services agrees that it shall be liable and responsible for the client's emergency medical and dental costs incurred during the client's stay at the Service Agency. Juvenile Services will not be liable for the client's non-emergency medical and dental costs of the Service Agency unless Service Agency seeks and obtains approval from Referral Agency prior to incurring such costs. The Service Agency agrees to notify the Juvenile Service of any unusual medical costs to be incurred. The Service Agency will accept Medicaid eligible clients. The Service Agency will apply for Texas Juvenile Services Commission Medicaid for each child entering the program when applicable. Juvenile Services may be responsible for all medical cost incurred for Non-Medicaid eligible clients.

XII. EQUAL OPPORTUNITY

- A. Services shall be provided by the Service Agency in full compliance with all civil rights laws and regulations, and that there shall be no discrimination of race color, creed, sex, national origin, religious preference, in performance of any and all duties outlined by this Agreement. All programs and services provided by the Service Agency under this Agreement shall be provided in accordance with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.2000 (d)), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 3 et seq.), Age Discrimination Act (42 U.S.C. 6101 et seq.) and all federal rules and regulations, state laws and executive orders as applicable.

XIII. TERM

- A. The initial term of this contract will begin on **September 1, 2021** and terminate on **August 31, 2022**. It shall be automatically renewed for one year terms thereafter, commencing September 1st and ending August 31st, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

XIV. PRISON RAPE ELIMINATION ACT (PREA)

- A. Service Agency shall comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.
- B. Under PREA, Service Agency shall make available to the Chief Juvenile Services Officer all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA §115.387 € and (f)].

XV. DUTY TO REPORT

- A. Service Agency agrees that all of its employees, volunteers and other individuals providing services to children will report and investigate any incident or allegation of abuse, neglect, exploitation, death 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 Juvenile Services within 24 hours of the initial report.

XVI. BOYCOTT

- A. Service Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017

XVII. VENUE

- A. Exclusive venue for any litigation arising from this agreement shall be in JOHNSON County, Texas.

Gulf Coast Trades Center, Inc.



Johnny Munoz
Co- Interim Executive Director

7/12/2021
Date

JOHNSON County Juvenile Services




Authorized Official Signature

7/27/21
Date



Authorized Official Signature

7-27-2021
Date



Johnson County Judge

8-9-21
Date