

OCT 25 2021

Approved

REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Cristy Malott

TODAY'S DATE: 10-15-21

DEPARTMENT: Juvenile Services

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: ~~09/27/2021~~ 10-25-21

SPECIFIC AGENDA WORDING: Consideration of Contract for Detention and Residential Services Lubbock County FY22

PERSON(S) TO PRESENT ITEM: Cristy Malott or Steve Gant

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 1 min

ACTION ITEM: _____

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 _____

THE STATE OF TEXAS
COUNTY OF LUBBOCK



LUBBOCK COUNTY JUVENILE JUSTICE CENTER
CONTRACT AND AGREEMENT FOR DETENTION AND
RESIDENTIAL PLACEMENT

This contract is between the COUNTY OF LUBBOCK, TEXAS, hereinafter referred to as LUBBOCK COUNTY, acting through its duly authorized representatives, the Lubbock County Commissioners Court, Curtis Parrish, Lubbock County Judge, presiding, and JOHNSON COUNTY JUVENILE SERVICES hereinafter referred to as CONTRACTING COUNTY, acting through its duly authorized representatives regarding the Lubbock County Juvenile Justice Facility.

The Facility serves as a pre-adjudication and post-adjudication residential placement facility, and has been duly inspected and certified as suitable for the detention of children.

The Facility is operated by LUBBOCK COUNTY, TEXAS, through the LUBBOCK COUNTY JUVENILE JUSTICE CENTER, hereinafter referred to as LCJJC. All programs are operated in accordance with all applicable Texas Juvenile Justice Department Standards.

I – Duration & Termination

- A. Regardless of the date of the execution of this Agreement and Contract, it will be **effective from September 1, 2021, and terminate August 31, 2022**, unless terminated before the expiration date

- B. **If either party hereto determines, in its judgment, that the Contract cannot be successfully continued, or desires to terminate this Contract, then the party so desiring to terminate, may do so by completing the procedures listed below.**
 - 1. **Termination for Cause:** In addition to other provisions herein allowing termination, this Contract may be terminated with or without notice by either party if the other party commits a material breach of any term of this Contract.
 - 2. **Termination Without Cause:** This Contract may be terminated by either party upon thirty (30) days written notice to the other party of its intent to terminate this Contract.
 - 3. **Termination by Mutual Consent:** This Contract may be terminated by mutual consent of both parties at any time after a document of termination by mutual consent has been signed by the authorized representative of both parties.
 - 4. **Negotiation Prior to Termination:** If a party gives notice of its intent to terminate this Contract, the CONTRACTING COUNTY and LCJJC will attempt to resolve any issues related to the anticipated termination in good faith during the notice period. During this time, LCJJC will continue to have the responsibility to provide services to program participants and the CONTRACTING COUNTY will continue to have the responsibility to pay for the services in the manner specified in this Contract.
 - 5. **Effect of Termination:** Except as expressly provided herein, upon termination of this Contract, the CONTRACTING COUNTY and LCJJC will be discharged from any further obligation created under the terms of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

Contract for FY22

Termination does not, however, constitute a waiver of any remedies for breach of this Contract, which are limited to recovery of amount owed but unpaid by the Contracting County on the date of termination.

6. **Severability:** The invalidity or unenforceability of any term or provision of this contract shall in no way affect the validity or enforcement of any other term or provision herein.
7. **Assignment/Transferability:** Parties under this Contract shall not have the right to assign or transfer rights to any third party without prior written consent by the other party.

II- Venue

Governing Law and Venue: The validity of this Contract 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 shall be in Lubbock, Lubbock County, Texas, unless otherwise agreed upon in writing by the **CONTRACTING COUNTY** and **LUBBOCK COUNTY**.

III-Obligations, Rates & Funding

- A. **LCJJC** will provide program components, room, board, supervision, and care (24) twenty-four hours per day. At a minimum, program components will include educational programs, counseling programs, and process groups. Additional programs provided for the long-term residential program include, but are not limited to, Why Try? Program Model, anger management, life skills, individual counseling, group counseling, family counseling, substance abuse prevention education, and AIDS awareness.
- B. **LCJJC** will identify specific goals and outputs for each long term resident, and document measurable outcomes related to program objectives as outlined in Title 1 Texas Administrative Code, Section 351.13, and any goals, outputs, and measurable goals based on the Texas Health and Human Services Commission Substitute Care Provider Outcome standards. These goals and outputs will be incorporated into an Individualized Program Plan (IPP) for each child in the residential program. The IPP will address the nine domain areas of medical, safety and security, recreational, educational, mental/behavioral health, relationship, socialization, permanence, and parent/child relationship, as specified in the substitute care provider standards. The IPP will be developed and signed by all required parties within thirty calendar days after the placement of the child in the program. The IPP will be reviewed and updated every ninety (90) calendar days, or more frequently as circumstances or need requires. **LCJJC** will provide the **CONTRACTING COUNTY** with progress reports every thirty (30) days, or more frequently as the need arises, for children placed in the residential program. These reports will be based on treatment, academic, and behavior progress.
- C. The **CONTRACTING COUNTY** agrees to pay the facility the daily rate of **\$100.00 per day** for each day a juvenile is in the **detention program**, and the daily rate of **\$110.00 per day** for each day a juvenile is in the **"Post-Adjudication General Offender Treatment Program"**, and the daily rate of **\$125.00 per day** for the **"Specialized Care: Sex Offender Treatment Program"**. **LCJJC** will be responsible for accounting, billing, and payments for the operation of the facility and the **CONTRACTING COUNTY** shall pay in accordance with directives of **LCJJC**.
- D. The **CONTRACTING COUNTY** shall receive a detailed statement by the 10th of each month when it has placed a child in the facility. Payment for bed space is due within 10 working days of receiving the detailed statement. Payments should be directed to:

Lubbock County Juvenile Justice Center

**P.O. Box 10536
Lubbock, Texas 79408
Attn: Accounts Payable**

- E.** If emergency examination, treatment, or hospitalization outside the Facility is required for a juvenile placed in the facility, the Administrator of the Facility is authorized to secure such examination, treatment, or hospitalization at the expense of the **CONTRACTING COUNTY**, and to bill the **CONTRACTING COUNTY** for the same. The Facility Administrator or representative will notify the **CONTRACTING COUNTY** within (24) twenty-four regular working hours of its occurrence. The Facility Administrator is further authorized to approve transfers to other tertiary care centers when the situation warrants. In the absence of the Facility Administrator, the supervising officer is authorized to secure medical services and approve the transfer. The **CONTRACTING COUNTY** further agrees to reimburse **LCJJC** for all medical expenses necessary for the health, safety, and welfare of the **CONTRACTING COUNTY's** juvenile. Notwithstanding the foregoing, if the examination, treatment or hospitalization is based on an injury or illness suffered as a result of **LCJJC** or its employees negligence – such shall be the sole expense of **LCJJC**.
- F.** **LCJJC** understands that funds for payment have been provided through the **CONTRACTING COUNTY's** budget approval process, for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise beyond the end of the **CONTRACTING COUNTY's** current fiscal year shall be subject to budget approval.
- G.** Under Section 231.006 of the Family Code, **LCJJC** certifies that the entity named in this contract is not ineligible to receive the specific grant, loan, or payment, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. **LCJJC** and **LUBBOCK COUNTY** maintain a relationship of good standing with the Texas Comptroller of Public Accounts. **LCJJC** and **LUBBOCK COUNTY** use and employ Generally Accepted Accounting Principles (GAAP). **LCJJC** and **LUBBOCK COUNTY** are audited by an outside, independent authority at least annually, and must comply with periodic financial reporting procedures.
- H.** **LCJJC** accounts separately for the receipt and expenditure of any and all funds received under this Contract, or any funds received from the State of Texas, or funds received from any Federal program.
- I.** **LCJJC** understands that funds for payment have been provided through the **CONTRACTING COUNTY's** budget approval process, for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise beyond the end of the **CONTRACTING COUNTY's** current fiscal year shall be subject to budget approval.

IV-Admission & Dismissal

- A.** Each juvenile placed in the facility by the **CONTRACTING COUNTY** shall be placed therein under proper order of the Juvenile Court. At a minimum, the order shall require each juvenile to follow the rules and regulations of conduct as fixed and determined by the Facility Administrator and the staff of the facility. The **CONTRACTING COUNTY** must remove the juvenile before the expiration of the order. The **CONTRACTING COUNTY** agrees and

understands that all Texas Juvenile Justice Department required documents for admission to a detention center or residential program will be submitted to LCJJC at, or prior to the time of placement. LCJJC retains the right and responsibility to refuse the admission of any juvenile from the **CONTRACTING COUNTY** if said documents are not provided by the time of admission, and retains the option to require **CONTRACTING COUNTY** to provide pre-placement packets on children being considered for placement in the residential program, three working days before placement.

- B. If a juvenile from the **CONTRACTING COUNTY** is accepted by the Facility and such juvenile thereafter is found, in the sole judgment of the Facility Administrator, to be either mentally or physically unfit, dangerous, unmanageable, unsuitable for the program, or a combination of such conditions or characteristics, or whose mental or physical health condition would or might endanger the juvenile or the other occupants of the facility, then upon such determination and notification by the Facility Administrator to the **CONTRACTING COUNTY**, the **CONTRACTING COUNTY** shall remove or cause to be removed such juvenile from the facility within five (5) business days.
- C. Acceptance of the juvenile into the detention facility will be determined by space availability. In the event overcrowding exists in the detention facility, LCJJC retains the right to require the **CONTRACTING COUNTY** to remove the juvenile(s) based on the order of admissions.

V-Conduct

- A. LCJJC adheres to all applicable state and federal laws and regulations pertinent to its provision of services. The Facility complies with all applicable regulatory agency policies, procedures, and administrative rules. LCJJC possesses and maintains all applicable or required, current state licenses, certifications, registrations, and regulatory permits for a child care facility. Copies of licenses, certifications, and permits will be provided to the **CONTRACTING COUNTY** upon receipt of written request for these documents. The Administrator of LCJJC will disclose to **CONTRACTING COUNTIES** any pending or initiated criminal or governmental investigations, and results/findings related to the facility. LCJJC and the **CONTRACTING COUNTY** both acknowledge and understand providing placement to juveniles involved in criminal justice proceedings, subjects the personal and professional conduct of employees of both entities to a higher level of scrutiny that it would otherwise in a private setting. Both LCJJC and **CONTRACTING COUNTY** understand that any personal or professional conduct of employees of either party that reflects poorly on the credibility or professional opinion of any employee or LCJJC staff member may be required to be disclosed to the Court handling the juvenile's case and/or attorneys or prosecutors involved in legal proceedings.

VI-Prison Rape Elimination Act

- A. **CONTRACTING COUNTY** and LCJJC 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, The Administrator of LCJJC shall make available to the **CONTRACTING COUNTY**, 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(e) and (f)]

- C. All agencies contracting with **LUBBOCK COUNTY** for placements of residents have the right to monitor the facility to ensure compliance with PREA standards.

VII-Records

- A. **LCJJC** maintains all applicable records for a minimum of seven (7) years, or until any pending audits and all questions arising thereof have been resolved.
- B. The **CONTRACTING COUNTY** 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. The **CONTRACTING 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. The **CONTRACTING COUNTY** and **LCJJC** will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the **CONTRACTING COUNTY** and the requirement to cooperate is included in any subcontract it awards.

VIII – Prohibition to Contract with Certain Companies

CONTRACTOR must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2253.253, which do business with Iran, Sudan or any Foreign Terrorist Organization. By entering into this Agreement, **CONTRACTOR** verifies to **COUNTY** that it is not on any such list.

IX – Israel Statement

Consistent with Texas Government Code § 2271.002 (effective September 1, 2019) **CONTRACTOR** 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 § 808.001 of the Texas Government Code. Section 2271.002 of the Government Code only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees

X - Amendments

Amendment: This Contract may be amended or changed only by mutual written consent of an authorized representative of both the parties to the Contract.

XII - Miscellaneous

- A. **Entire Agreement:** This Contract supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by **LUBBOCK COUNTY** to **CONTRACTING COUNTY** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner. Each party to this Contract acknowledges that no inducements or promise, oral or otherwise, have been made by either party or anyone acting on behalf of either party that are not embodied in this Contract.

XIII - Notices

Notices: Except as expressly provided herein, any notice required or permitted to be given under this Contract must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid to the authorized representative at the address shown below:

CONTRACTOR:
Cristy Malott, Director
1102 E. Kilpatrick, Ste C
Cleburne, Texas 76665



Cristy Malott, Director

DATE: 9/8/2021




Roger Harmon, County Judge

Date: 10-25-21

Robert Mayfield, Board Chair

Date: 9/1/21

LUBBOCK COUNTY JUVENILE BOARD


Les Hatch, Juvenile Board Chairman
District Judge
Date: 9/30/21

Juvenile Board Approved: 8/6/2021
Commissioners Court Approved: 7/26/2021

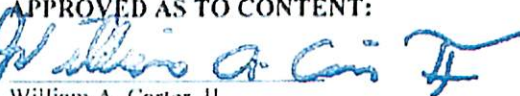
LUBBOCK COUNTY:
Curtis Parrish
County Judge
PO Box 10536
Lubbock, Texas 79408

With a copy to:
William A. Carter, II, Director
Lubbock Co. Juvenile Justice Center
PO Box 10536
Lubbock, Texas 79408

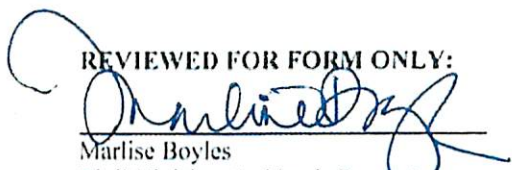
LUBBOCK COUNTY:


Curtis Parrish
County Judge

DATE: 10/11/2021

APPROVED AS TO CONTENT:


William A. Carter, II
Chief Juvenile Probation Officer/Director
Lubbock County Juvenile Justice Center

REVIEWED FOR FORM ONLY:


Marlise Boyles
Civil Division (Lubbock County)
Criminal District Attorney's Office