

**REQUEST FOR AGENDA PLACEMENT FORM**

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

SUBMITTED BY: Steve Gant TODAY'S DATE: 9/1/2022

DEPARTMENT: Juvenile Services

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: 9/12/2022

**SPECIFIC AGENDA WORDING:**

Consideration of Contract for Detention Services Van Zandt County.

COMMISSIONERS COURT

SEP 12 2022

**Approved**

**PERSON(S) TO PRESENT ITEM:**

Cristy Malott

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

**TIME:** 1 min

(Anticipated number of minutes needed to discuss item)

**ACTION ITEM:**

**WORKSHOP:**

**CONSENT:**

**EXECUTIVE:**

**STAFF NOTICE:**

**COUNTY ATTORNEY:**

**AUDITOR:**

**PERSONNEL:**

**BUDGET COORDINATOR:**

**IT DEPARTMENT:**

**PURCHASING DEPARTMENT:**

**PUBLIC WORKS:**

**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 Van Zandt

## **CONTRACT FOR DETENTION SERVICES**

WHEREAS, Johnson County's Juvenile Board Texas, hereafter referred to as Johnson County, in order to carry out and conduct its juvenile program in accordance with the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial status; and

WHEREAS, the VAN ZANDT County Juvenile Board operates the Van Zandt County Juvenile Detention Center and the facility having been duly inspected, certified and designated by the Juvenile Board of Van Zandt county as being suitable for the detention of children under the provisions of Title III of the Texas Family Code; and

WHEREAS, this contract is made between the Juvenile Board of Van Zandt County, Texas, acting by and through its duly authorized representatives, and Johnson County Texas acting by and through its duly authorized representatives.

NOW THEREFORE, THE Van Zandt County Juvenile Board (hereafter referred to as Van Zandt County) desires to make the Van Zandt County Juvenile Detention Center available to other counties on the following terms and conditions:

### **Article I Effective Date**

The term of this Agreement is to not to exceed twelve (12) months, commencing September 1, 2022, and ending August 31, 2023. It shall automatically renew for one-year terms thereafter, commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>, 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.

The terms of this Agreement shall be extended until such time as all services which have been requested by Juvenile Probation, and are pending on the termination date in Article 1 above, have been performed.

### **Article II Termination of Contract**

This Agreement may be terminated:

- A. Upon an event of default as defined in article III herein;
- B. Upon expenditure of available funds as stated herein;
- C. Upon 30 days' written notice by either party, to the other party; or
- D. At any time by mutual agreement in a writing signed by both parties.

If at any time during the term of this Agreement Juvenile Probation, in its sole discretion, determines that the safety of a child being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

### **Article III Default**

Service Provider 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.

An event of default will occur when, after receiving notice of default by Juvenile Probation, Service Provider does not cure such default within a period of time as designated by Juvenile Probation.

After receipt of the Notice of Termination, Johnson County shall remove all children placed in the facility on or before the termination date.

Van Zandt County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and/or without the fault or negligence of Van Zandt County.

Upon termination of this contract under any provision, Van Zandt County shall be entitled to receive only the unpaid accrued compensation as of the date of termination or shall repay any funds advanced for services not yet rendered.

### **Article IV**

#### **Program Components**

It is the intent of Van Zandt County to comply with all contractual requirements placed on the Van Zandt County Juvenile Detention Center by the State of Texas and its agencies including specifically defining contractual goals, output, and measurable outcomes.

Van Zandt County and Johnson County mutually define the Goals of this program as follows:

1. Provide a safe and secure environment, with room, board, supervision, and care, 24 hours a day, 365 days a year.

2. Provide education services provided by Grand Saline ISD to detained youth when a youth is detained during times when Grand Saline Independent School District is in session.
3. Provide a structured daily program.

Van Zandt County and Johnson County mutually define the Output measures for this program as follows:

1. All efforts will be made to limit the total number of youths assigned to the Detention Center so as to remain in compliance with all Commission Standards set forth by the Texas Juvenile Justice Department.
2. The total number of youths participating in the daily program, which includes, but is not limited to education, exercise, and an overall structured daily program will represent the total number of detained youths except in the case of disciplinary action that prohibits the youth from participation.

## Article V

### Duties of Johnson County

Johnson County shall provide the following:

1. Each child placed in the facility by Johnson County shall be placed therein under proper order pursuant to Texas Family Code, and the facility shall be furnished a copy of said order upon placement.
2. A copy of all the appropriate paperwork required by the Texas Juvenile Justice Department to place a youth in a detention center, to include but not limited to: Order of Detention, medical release, and verification of visitor's form.
3. Transportation to and from Johnson County to the Van Zandt County Juvenile Detention Center.
4. All cost incurred for the purchase of prescription medications, medical care, (emergency and otherwise), psychological evaluations, or hospitalization. The Administrator or designee of the facility is authorized to secure such services at the expense of Johnson County. Van Zandt County requests that Johnson County Probation Department staff or its representative shall be responsible to transport the child to receive services for any physicians, psychologist or psychiatrist appointments unless it is an emergency. Johnson County Juvenile Board agrees to pay for said services and to reimburse Van Zandt County and/or the Van Zandt County Juvenile Board, its representatives, agents and employees, for charges for medical treatment, examination, and/or hospitalization. The Administrator shall notify Johnson County Juvenile Board of such emergency treatment as soon as reasonably practical.

The Van Zandt County Juvenile Detention Center or its designee shall notify Johnson County of such medical situations as soon as reasonably possible and in no case later than 24 hours of its occurrence.

5. All services provided by licensed Mental Health Professionals (i.e., psychologist, psychiatrist, therapist, counselors, paraprofessionals) at the contracting agencies request for courtroom testimony will be billed separately by the licensed Mental Health Professionals. All costs associated with travel, lodging and meals will be billed to the Juvenile Probation Department at a rate that may not exceed the maximum rates provided by law for state employees as per Code of Criminal Procedure Art. 35.27, plus an hourly rate for salary of the Van Zandt County Detention Staff will also be billed to the Juvenile Probation Department.

## **Article VI Duties of Van Zandt County**

Van Zandt County shall provide the following:

1. Detention bed space for the use and benefit of children placed in the detention center by or through Johnson County. Said days of care are to be available to Johnson County 24 hours a day, 7 days a week; The Van Zandt County Juvenile Detention Center has available 8 beds with 4 beds dually certified not to exceed 12 beds based on population.
1. Acceptance of any qualified child without regard to race, religion, creed, color, sex, national origin, or disability;
3. Availability of behavioral records on each child detained under this contract upon request from Johnson County.
4. Provide maintenance, availability for inspection, audit or reproduction by authorized representative of the Comptroller General of the United States, Department of Justice and the State of Texas, books, documents and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, experimentation, excerpts and transcriptions;
5. Retain applicable records for a minimum of seven years or until any pending audits and any questions arising therefrom have been resolved;
6. Shall account separately for the receipt and expenditure of any and all funds received under this contract; and,
7. Shall adhere to all applicable state and federal laws and regulations pertinent to Van Zandt County's provision of services, procurement policy and purchasing procedures.

## **Article VII Rates and Terms**

For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider not more than the per diem rates based upon the Level of Care provided, in accordance with schedule of rates set by the Texas Juvenile Justice Department as currently effective or subsequently amended. Those rates as currently effective are as set forth in Exhibit A, attached hereto and incorporated herein. For and in consideration of the above-mentioned services, the Johnson County agrees to pay the Service Provider the sum of the typical rate or variable rate as approved by Van Zandt County per day for each child placed within the facility. A child placed in the facility before midnight on any one day will be considered under this contract as having been in custody the entire day for billing purposes.

**Van Zandt County Typical Rates:**  
Detention Services \$130.00

**Variable rates:**

All rates will be subject to and not to exceed the level of care provided based on the individual needs of each youth. (See attachment) All rates can be negotiated or adjusted, at any time, by either party, and must be agreed upon by both parties in writing, dated and approved by the Director of Van Zandt County Juvenile Probation Department.

Typical rates are applicable unless Variable Rate is otherwise approved.

All payments shall be submitted to:

Van Zandt County Juvenile Probation Department  
323 East Garland  
Grand Saline, Texas 75140

## **Article VIII General Conditions**

Van Zandt County desires to make their detention facilities available for use by Johnson County and Johnson County desires to contract for the use of said facilities. The parties agree as follows:

Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to ensure that space is available. The detention needs of Van Zandt County shall take precedence over those of contract jurisdictions, admission may be denied if there is no available space or removal, if necessary, in the sole discretion of the Administration.

Children, who are intoxicated or in need of immediate medical or mental health attention will not be accepted under any circumstances without having been seen, treated and released by a medical or mental health professional.

After obtaining clearance from the mental health professional and a child accepted from Johnson County is placed on High-Risk Suicide Classification at any time during the time the child is placed within the Facility the resident will be placed on High-Risk Suicide Supervision. This Classification of Supervision will require one on one resident to staff supervision during non-program hours with documented supervision observations by staff every thirty (30) minutes.

This supervision classification will be assigned if a resident demonstrates suicidal tendencies such as; a legitimate life-threatening attempt or a Detention Officer actually witnesses a suicide attempt.

It is the agreement of the parties that in the event a Resident is classified as High-Risk Suicide the Van Zandt County Juvenile Probation Department will contact Johnson County and Johnson County will remove the child from the facility under the terms of this contract or pay Van Zandt County Juvenile Probation Department a rate of \$265.00 per day.

It is understood and agreed that children placed in the facility under the proper orders of the Juvenile Court of Johnson County shall remain in the facility or under the supervision of the staff of either party.

It is understood and agreed that children placed in the facility shall be removed by Johnson County, its agents, servants, or employees at the conclusion of the detention time in accordance with the Texas Family Code, unless a new order has been issued authorizing continued detention. A copy of the subsequent order shall be delivered to the detention center prior to the expiration of the previous order.

It is understood that each child placed in the detention center shall be required to follow the rules and regulations of conduct at the facility as fixed and determined by administrator and the staff of the facility.

It is understood that if a child, from Johnson County is accepted by the facility and the child is found to be, in the sole judgment of the administrator, chief or designee, mentally unfit, dangerous, unmanageable, or whose physical health might endanger the other occupants of the facility, then upon such determination and notification by the administrator, chief or his assigned designee to Johnson County Juvenile Court Judge or Juvenile Probation Officer or their designee, Johnson County shall immediately remove or cause to remove the child from the facilities.

**Article IX**  
**Certification of Eligibility to Receive State Funds**  
**TFC 231.006**

Van Zandt County certifies that the Van Zandt County Juvenile Detention Center is eligible to receive state funds as required by the Texas Family Code Section 231.006, and acknowledges that this contract may be terminated and payment will be withheld if this certification is inaccurate. Van Zandt County is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Van Zandt County shall account separately for the receipt and expenditure of all funds received

from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. Van Zandt County shall authorize the governmental unit to inspect the facility structure and programming at any time deemed necessary by the government unit. The government unit should also establish their right to audit financial records of the vendor or establish necessary audit/financial requirements for the facility.

## **Article X Relationship of Parties**

None of the provisions of this Contract are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Contract.

## **Article XI Civil Rights**

Van Zandt County shall comply at all times with all federal civil rights laws related to this Contract and both parties agree that no person shall be subjected to discrimination on the basis of race, color, sex, national origin, or disability in connection with any service or activity which is supported by federal or other public funds.

## **Article XII Indemnification**

Johnson County and Van Zandt County shall indemnify and hold harmless the other from and against any and all claims, demands, costs, expenses, liabilities, and losses (including reasonable attorney's fees) which may arise out of any acts or failure to act of the indemnifying party, its employees, agents, Board Members, or contractors in connection with the performance of services pursuant to this Agreement to the fullest extent permitted by the Constitution and laws of the State of Texas.

## **Article XIII PREA**

Federal Prison Rape Elimination Act of 2003 (*28 C.F.R. Part 115*) ("PREA"). PREA requires that all "Juvenile Facilities" adopt and comply with PREA, which establishes a zero-tolerance standard against sexual assault and sexual harassment of incarcerated persons, including juveniles. For purposes of PREA, a "Juvenile Facility" is a facility that, on an annualized basis, more than 50% of its population consists of juveniles confined pursuant to the juvenile justice or criminal justice system.

A. If Service Provider's Facility is a "Juvenile Facility", Service Provider will adopt and comply with the PREA standards and permit Juvenile Probation to monitor its Facility and records as necessary to ensure that Service Provider is complying with said standards. Service Provider will also provide to the Juvenile Probation Contracts Attorney a copy of its most recent PREA audit and a copy of each subsequent audit. The cost of conducting a PREA audit will be the responsibility of Service Provider.



## **Article XIV Miscellaneous**

This Contract constitutes the entire understanding between the parties, and no other agreements, representations or contract shall be binding on any of the parties unless set forth in writing and signed by all parties.

This Contract supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by Van Zandt County to Johnson 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 the Contract acknowledges that no inducements or promises, oral or otherwise, have been made by either party or anyone acting on behalf of either party that is not embodied in this Contract.

The invalidity or unenforceability of any term or provision of this Contract shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Contract shall have the right to assign or transfer its rights to any third party without the prior written consent of the other party.

This Contract, this date executed is made by and between parties; it being the declared intention of the parties that the above and foregoing Contract is a contract providing for the care of children who have alleged to have committed an act of delinquency, adjudicated offenders and for payment of such care by Johnson County.

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 laws of the State of Texas and venue shall be in Van Zandt County, Texas.

The Van Zandt County Juvenile Board has resolved to operate the detention facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore will not accept from contracting jurisdictions children whose detention would prevent the facility from complying with the Juvenile Justice and Delinquency Prevention Act. Section 223 (a) (12) (A) provides that juveniles who are charged with or have committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court orders, or such non-offenders as dependent or neglected children, shall not be placed in secure detention facilities or secure correctional facilities. In no event will the Van Zandt County Juvenile Board be under any obligation to accept a child who is deemed inappropriate for placement in the facility in the sole discretion of the Administrator.

Johnson County Juvenile Probation shall assure that a representative of that department contacts each child placed in the facility a minimum of three (3) times per week. These visits may be by telephone. The contracting department shall report all significant incidents regarding a child's medical, psychological history and needs, as well as a profile of the child's behavior during the admission process or within twenty-

four (24) hours. Further, the Administration shall be informed of the status of the child while in detention and shall be informed of all court dates and times so appropriate arrangements can be made.

Johnson County shall assume financial responsibility for damage to or loss of property at the facility due to the action of a child placed in the facility by Johnson County. Reimbursement for said damage or loss shall be paid within thirty (30) days of notification by the facility.

It is understood and agreed by the parties hereto that children placed in the facilities under the proper order of the Juvenile Court of Johnson County shall be maintained therein except that the staff of the contracting jurisdiction may take the children under supervision from the facility to court hearings, counseling sessions, medical/dental appointments or other places as determined by the contracting jurisdiction. The staff of the contracting jurisdiction will be required to give adequate warning as to when the child will be removed, expected return time and will sign a temporary release form.

It is further understood and agreed by the parties hereto that children placed in the facilities shall be removed by Johnson County, its agents, servants or employees at the expiration of the detention order under which the child is being detained unless a new order has been issued authorizing the continued detention, and a copy of such order, duly certified by the Clerk of the Court, has been delivered to the detention facility, or unless a waiver of the 10th or 15th day for Counties with no facility, a hearing has been executed and signed copy of the waiver delivered to the facility. A copy of the order issued pursuant to the waiver shall be furnished promptly to the facility.

It is further understood and agreed that nothing in this Contract shall be construed to permit Johnson County, its agents, servants, or employees in any way to manage, control, direct or instruct Van Zandt County or Van Zandt County Juvenile Board, its servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the facility.

It is the agreement of the parties that in the event Johnson County is required to remove a child from the facility under the terms of this contract, and fails to do so, the Van Zandt County Juvenile Board will return the child to its home jurisdiction at a cost of fifty-six cents per mile plus a fee of \$50.00 dollars per hour per staff per trip from portal to portal payable to Van Zandt County within ten days of receiving request for payment.

Statement regarding child support arrearage: under Section 231.006, Family Code, the Service Provider named in this Contract certifies that they are not ineligible to receive specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certificate is inaccurate.

The Service Agency hereby agrees to investigate allegations of abuse or neglect from residents and contact County of results of investigation.

As required by 261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child, serious incidents, special incidents, escapes, suicide attempts, suicides, and injuries to residents and staff that require medical treatment involving any child (including but not

limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

- A. Local law enforcement agency (such as the Grand Saline Police Department);
- B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
- C. Van Zandt County Juvenile Probation Department to facsimile number 903-962-6413 ATTN: Mr. Robert J. Colacino, Director

Texas Tort Claims Act. Juvenile Probation and Service Provider acknowledge that they are political subdivisions of the State of Texas and that they are subject to and will comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

Boycott Israel. Service Provider 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.

This Contract and Agreement this date executed is made by and between the parties hereto; it being the declared intention of the parties hereto that the above and foregoing Contract, is a Contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision any payment for such care by Johnson County for such children placed in the facility by the Judge of Johnson County having Juvenile Jurisdiction.

Executed this 24th day of August, 2022. Each copy hereof shall be considered an original for all purposes.

Van Zandt County Juvenile Board

By: [Signature]  
Honorable Judge Don Kirkpatrick, Juvenile Board Chairman

Date: August 24, 2022

Address: 121 East Dallas Street, Suite 204  
Canton, Texas 75103

By: [Signature]  
Director of Juvenile Services, Van Zandt County Juvenile Probation Dept.

Date: 8/29/2022  
Address: 323 East Garland  
Grand Saline, Texas 75140

Authorized Agent(s) for the Juvenile Board of Johnson County

By: Cristy Malott  
Authorized Printed Name

Signature: [Signature]

Title: Director

Date: 8-12-2022

By: Steve McClure  
Authorized Printed Name

Signature: [Signature]

Title: Director of School Services

Date: August 9, 2022

Address: Johnson County Juvenile Services  
1102 E. Kilpatrick, Ste. C  
Cleburne, TX 76031

[Signature]

Johnson County Judge