AGENDA ITEM
CA26

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: August 18, 2026

Meeting Date: September 14, 2026

Submitted By: Steve Gant

Department: Juvenile Services

Signature of Elected Official/Department Head:

Court Decision:
This section to be completed by County Judge's Office

Johnson County APPROVED Commissioners Court

9.14.2026

Description:

Consideration and Approval of Victoria County Contract and Agreement for Secure Long-Term Residential Service of Juvenile Offenders, Space Available.

(May attach additional sheets if necessary)

Person to Present: Steve Gant

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☐ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

☐ Action Item ☑ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☐ Purchasing ☐ Auditor

☐ Personnel ☐ Public Works ☐ Facilities Management

Other Department/Official (list) _____

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Approved in CC on 9/11/2023

CONTRACT AND AGREEMENT FOR SECURE LONG-TERM RESIDENTIAL SERVICE OF JUVENILE OFFENDERS SPACE AVAILABLE

STATE OF TEXAS
COUNTY OF VICTORIA

VICTORIA COUNTY JUVENILE BOARD
VICTORIA COUNTY JUVENILE JUSTICE CENTER
Residential Services

September 1, 2026 – August 31, 2027

This Agreement is entered into by and between **Johnson County**, acting by and through its duly authorized representative **(hereinafter, "Juvenile Probation")** and the **Victoria County Juvenile Board,** acting by and through its duly authorized representative and County Judge, concerning residential care services provided at the **Victoria County Juvenile Justice Center (hereinafter "the Facility")** by the **Victoria County Juvenile Services Department (hereinafter, "Service Provider")** pursuant to license granted by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over the facility (**"Service Provider"**).

ARTICLE I
PURPOSE

1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The Facility to be utilized is operated by Service Provider, and is located at 97 Foster Field Dr., Victoria, Texas 77904.

ARTICLE II
TERM

2.01 The term of this Agreement is for 12 months commencing **September 1, 2026-August 31, 2027.** 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.

ARTICLE III
SERVICES

3.01 The level of care services delivery criteria as well as the required description of the characteristics of children will be in accordance with the definitions determined by the Texas Juvenile Justice Department.

Service Provider will provide the following level of care services:

Specialized Level of Care consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a specialized level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of

social, psychosocial, and rehabilitative interventions and may include, but are not limited to, substance abuse services, special populations, mental health services and services for pregnant females. Specialized programming is developed and implemented by appropriately credentialed professionals.

The provision of individual, group and family therapy and other therapeutic interventions and programs, are managed and administered by appropriately licensed mental health professionals (e.g., psychiatrists, psychologists, therapists, counselors or paraprofessional staff under the direct supervision of professional therapists or counselors).

Review of a child's continued need for specialized services shall be conducted at least every 90 days by an appropriate mental health professional and/or treatment team.

Specialized Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. Secure Post-adjudications facilities that are registered with the Texas Juvenile Justice Department (TJJD) and certified by the local juvenile board may qualify for this higher level of funding by submitting an application to TJJD for approval.

3.02 Service Provider will perform the following services:

A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, hair cuts, transportation, school supplies, and room, (rent, utilities, maintenance, telephone).

B. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian.

C. Initiate and document meetings and attempted meetings among Service Provider, Juvenile Probation staff and contracted children for the purpose of justifying continued placement. Justification shall be done at a minimum of every ninety (90) days. A copy of the placement justification shall be submitted to Juvenile Probation within ten (10) working days.

D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. Juvenile Probation and parents will be informed immediately if during working hours. After normal working hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.

E. Ensure that the resident is made available to the juvenile probation officer to participate in **monthly status and progress reviews**, as described in §341.506
A staff member who is knowledgeable about the resident's progress in the facility's programming participates in **monthly status and progress reviews** with the juvenile probation officer and provides a monthly written summary of the resident's progress in the facility's programming and documentation is maintained in the resident's file.

F. Document and maintain records of all goods and services provided to contracted children. These records shall contain, but are not limited to: hours of services provided, number of children served, average length of stay per client, total hours of counseling or treatment

provided. These records shall be made available to Juvenile Probation for periodic inspection.

G. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of children in program successfully achieving set educational goals, percentage of children achieving set vocational goals, percentage of children achieving set social skills goals, percentage of youth demonstrating overall progress, and number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to Juvenile Probation for periodic inspection.

H. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Juvenile Probation, to be paid by either Juvenile Probation, Medicaid or health insurance. However, in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

ARTICLE IV
EVALUATION CRITERIA

4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:

1. Ensure children complete residential placement.
2. Prevent re-referrals of children during the six (6) months following release from residential placement.
3. Ensure children move down in their Level of Care as they progress in the treatment program.

B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):

1. The total number of children placed in residential placement.
2. The total number of children who were discharged from residential placement successfully.
3. The total number of re-referrals of children discharged from placements within six (6) months after release.
4. The total number of children who move down in their Level of Care.
5. The average length of time before a child moves down in the Level of Care.

C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:

1. Percentage of children in residential placement who will complete their placement as a successful discharge.

2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
3. Percentage of children who move down in their Level of Care.

Notwithstanding the foregoing criteria for evaluation, nothing herein shall be construed as a guaranty of outcome or performance by any child.

4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V
COMPENSATION

5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of $295.00 per day for each child admitted under "Specialized" Level of Care. The Levels of Care are defined by the Texas Juvenile Justice Department. The daily rate shall be paid to the Service Provider for each day a child is in residential treatment pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider. The Specialized Female Pregnant Offender Program is recognized as a Specialized Treatment program and payment shall be at $375.00 per day.
Payment is due within 30 days of receipt of billing and shall be mailed to:

Victoria County Juvenile Justice Center
97 Foster Field Dr.
Victoria, Texas 77904
ATT: Pama Hencerling, Chief JPO

5.02 Psychiatric services will be provided to the child on an as needed basis and shall be billed to Juvenile Probation. An initial psychiatric/psychological evaluation that has been conducted within the last 12 months is required prior to acceptance into the program.

5.03 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

5.04 Juvenile Probation shall be responsible for all of the juvenile's medical expenses, and Juvenile Probation agrees to indemnify and hold the Service Provider, its officers, administrator, representatives, agents, shareholders and employees from any and all liability for charges for medical expenses.

If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility (hereinafter, **"Outside Treatment"**) is required for a child placed in the Facility, the Administrator of the Facility (hereinafter, "the Administrator") is authorized to secure the Outside

Treatment at the expense of Juvenile Probation. The Administrator shall notify Juvenile Probation of Outside Treatment within twenty-four (24) hours of its occurrence.

Juvenile Probation shall make arrangements directly with vendors for the provision of, and payment for, routine medical expenses, including without limitation, hospitalization, prenatal services, and dental, for Post-Adjudication Program juveniles and other juveniles for whom the Administrator has not elected to secure such services as provided herein above. In all other medical situations, the Service Provider is authorized, but not required, to make arrangements with vendors, at Juvenile Probation's request, for the provision of medical treatment at the expense of Juvenile Probation. If the Service Provider makes such arrangement, the Service Provider is authorized, but not required, to seek coverage or reimbursement of expenses from all sources, including but not limited to, Medicaid, Social Security, medical insurance coverage, or contributions from parents or others and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) and SID numbers of the parties receiving the services, the dates and time services were provided and such other information deemed necessary for adequate fiscal control. In any event, responsibility for payment to vendors or reimbursement to Service Provider is the ultimate responsibility of Juvenile Probation. Service Provider will invoice Juvenile Probation for any non-reimbursed funds advanced by the Service Provider, and the Juvenile Probation will remit to the Service Provider, within 30 days of invoice, full and final payment.

5.05 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this Contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.

5.06 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state 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.

5.07 In the event that State Reimbursement Rates are increased during the duration of the terms of this Contract, the new rates will become effective reflecting those of the increase.

5.08 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.

5.09 Service Provider will provide certification of eligibility to receive state funds as required by Texas Family Code Section 231.006.

5.10 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties

agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE VI
ADDITIONAL TERMS & AGREEMENTS

6.01 Prior to transporting a child to the Facility for placement in Secure Long-Term Residential, Juvenile Probation shall call the Facility to ensure that space is available. Placement of children by authorized officers of Juvenile Probation may be denied if the Facility, in its sole discretion, determines that there are space limitations.

6.02 A child will only be accepted in the Facility upon receipt by the Administrator of a proper order from the Juvenile Court of **Johnson County** and other documentation required by Service Provider.

6.03 Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.

6.04 If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, or unmanageable, unsuitable for the program or combination of such conditions or characteristics or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify Juvenile Probation of **Johnson County** of this determination. It will be the responsibility of Juvenile Probation to provide for the transportation for the removal of the child and shall be removed as soon as practicable, but in no event longer than seven (7) working days after notification.

6.05 Service Provider, agrees that the Facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.

6.06 It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Administrator of the Facility receives a written authorization from the Juvenile Probation Department that originally authorized the placement of the child.

6.07 It is further understood and agreed by the parties that children placed in the Facility may be released to the Juvenile Probation or other appropriate authority of **Johnson County** pursuant to: (a) Section 6.04 of this Contract or, (b) an Order of Release signed by the Judge of the Juvenile Court of **Johnson County**.

6.08 It is further understood and agreed by the parties 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 Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of **Johnson County** shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

6.09 Juvenile Probation reserves the right to terminate the child's placement with Service Provider at its discretion. Service Provider must not release a child to any person or agency other than Juvenile Probation without the written consent of an authorized agent of Juvenile Probation.

ARTICLE VII
EXAMINATION OF PROGRAM & RECORDS

7.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.

7.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.

7.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.

7.04 Service Provider will keep a record of all services provided to Juvenile Probation under this agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.

7.05 "Contractor (aka "Service Provider") 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 audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the contractor and the requirement to cooperate is included in any subcontract it awards."

7.06 Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Applicable clauses are incorporated by reference in to this Agreement should it be subject to Federal award.

ARTICLE VIII
CONFIDENTIALITY OF RECORDS

8.01 Service Provider 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 Contract, or as may be required by law.

ARTICLE IX
DUTY TO REPORT

9.01 Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:

A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:

1. Local law enforcement agency; and

2. 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). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and

3. With respect to juveniles placed by Johnson County Juvenile Probation Department, the TJJD Incident Report Form shall also be sent to Johnson County Juvenile Probation Department within 24 hours at facsimile number 817-556-6877.

B. For allegations and incidents of sexual abuse or serious physical abuse:

1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;

2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and

3. With respect to children placed by Johnson County Juvenile Probation Department, the TJJD Incident Report Form shall also be sent to Johnson County Juvenile Probation Department within 24 hours at facsimile number 817-556-6877.

9.02 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a child, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

9.03 As used within this Agreement:

A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program.

B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.

C. Sexual abuse is conduct committed by any person against a child that includes sexual abuse by contact or sexual abuse by non-contact.

D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.

E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves children under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing children under juvenile court jurisdiction.

F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves children under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE X
CRIMINAL HISTORY SEARCHES

10.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to children in the facility or program.

10.02 Criminal history searches shall include the following:

A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.

B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.

C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.

10.03 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising there from have been resolved.

10.04 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:

A. A felony conviction against the laws of this state, another state, or the United States within the past ten 10) years;

B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;

C. A current felony deferred adjudication, probation or parole;

D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;

E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;

F. A current jailable misdemeanor deferred adjudication, probation or parole; or

G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.

10.05 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to children in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.

10.06 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to children in a juvenile justice facility or a juvenile justice program.

ARTICLE XI
DISCLOSURE OF INFORMATION

11.01 Service Provider warrants that, prior to entering this Contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

A. Any and all corrective action required by any of Service Provider's licensing authorities;

B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children;

C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;

D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and/or exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;

E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

11.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

11.03 The Service Provider will disclose to Juvenile Probation any pending or initiated criminal or governmental investigations, and results/findings related to the facility. Service Provider and the Juvenile Probation 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.

11.04 Both Service Provider and Juvenile Probation understand that any personal or professional conduct of any employees of either Service Provider or Juvenile Probation party that reflects poorly on the credibility or professional opinion of such employee or Service Provider 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.

ARTICLE XII
EQUAL OPPORTUNITY

12.01 Service Provider agrees to 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, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XIII
ASSIGNMENT & SUBCONTRACT

13.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

ARTICLE XIV
OFFICIALS NOT TO BENEFIT

14.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XV
DEFAULT

15.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and

C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

ARTICLE XVI
TERMINATION

16.01 The parties understand and agree that after a good faith effort has been made toward the success and performance of the Agreement between the Parties, if either party believes in its sole judgment that the Agreement between the Parties cannot be successfully continued for any reason, either party may terminate the Agreement thirty (30) calendar days from receipt of said notice. Thereafter, the Agreement between the Parties shall terminate, become null and void, and be of no further force or effect.

16.02 The Agreement between the Parties shall immediately and automatically terminate upon the occurrence of any one of the following:

A. Dissolution of the Service Provider.

B. Service Provider abandons or fails to perform its duties in accordance with the provision of the Agreement and this Addendum, or any other duties required of the Service Provider under this Agreement.

C. Failure of Service Provider to perform its responsibilities under the Agreement or this Addendum in the highest professional manner.

D. Any substantiated allegation of criminal wrongdoing on the part of the Service Provider would materially interfere with the performance of the duties set out herein.

E. Failure of Service Provider to cure any default or breach under this Agreement within ten (10) days after receiving notice in writing.

F. Whenever Service Provider and Juvenile Probation mutually agree to terminate in writing.

16.03 Upon termination of this Agreement under any provision, Service Provider shall be entitled to receive only the unpaid accrued compensation as of the date of termination minus any reasonable costs incurred by Juvenile Probation to fulfill Service Provider's obligations under this Agreement.

16.04 If either party hereto determines, in its judgment, that the Agreement cannot be successfully continued, or desires to terminate this Agreement, then the party so desiring to terminate may do so by completing the procedures listed below:

A. Termination for Cause: In addition to other provisions herein allowing termination, this Agreement may be terminated with or without notice by either party if the other party commits a material breach of any term of this Contract.

B. Termination Without Cause: This Agreement may be terminated by either party upon thirty (30) days written notice of the other party of its intent to terminate this Agreement.

C. Termination by Mutual Consent: This Agreement 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.

D. Negotiation Prior to Termination: If a party gives notice of its intent to terminate this Agreement, the Service Provider and Juvenile Probation will attempt to resolve any issues related to the anticipated termination in good faith during the notice period. During this time, Juvenile Probation will continue to have the responsibility to pay for provided services, and the Service Provider will continue to have the responsibility to provide services in the manner specified in this Agreement. However, Juvenile Probation retains the option to withhold, suspend, or reduce payment for instances of noncompliance or substandard compliance to the terms and conditions of this Agreement.

E. Effect of Termination: Except as expressly provided herein, upon termination of this Agreement, the Service Provider and Juvenile Probation will be discharged from any further obligation created under the terms of this Agreement, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this Agreement. Termination of this Agreement can render the Service Probation ineligible for future agreements with **Johnson** COUNTY, TEXAS. In addition, the Service Provider agrees to refund past payment for services, responsibilities, or duties enumerated within this document that were not performed or completed.

16.05 Service Provider understands and agrees that noncompliance or substandard compliance of Service Provider to meet the terms and conditions of this Agreement can result in the suspension, reduction, or withholding of payment for required services. Continued instances of

noncompliance, or substandard compliance, may allow Juvenile Probation to terminate this Agreement, and prohibit Service Provider from future contractual agreements with **Johnson** COUNTY, TEXAS.

16.06 CONTRACTOR understands that should any breach of this Agreement occur, COUNTY is entitled to refund of any payments made under this Agreement in which services were not rendered.

ARTICLE XVII
WAIVER OF SUBROGATION

17.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVIII
REPRESENTATIONS & WARRANTIES

18.01 Service Provider hereby represents and warrants the following:

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 hold 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 operations of its business and that there are no taxes due and owing to the State of Texas, the County of **Victoria** or any political subdivision thereof. Victoria County will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider providing limits of $1,000,000 Bodily and Property Damage Liability (CSL), Medical Expenses (per person) $5,000 and Damage to Rented Premises (per occurrence) $100,000.

C. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.

D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a child under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

E. That it is not on Vendor Hold Status with the Texas Comptroller of Public Accounts.

F. That it will disclose to Juvenile Probation any pending, or initiated criminal, or governmental investigations and results/findings by, but not limited to the Federal Bureau of Investigation, Department of Justice, Texas Juvenile Justice Department, Texas Health and Human Services Commission, Texas Attorney General's Office, any local or state laws enforcement entity related to Service Provider, its employees, administrators, contractors, or advisory board members.

G. That it shall be in compliance withal standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.

ARTICLE XIV
TEXAS LAW TO APPLY

19.01 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 **Victoria County**, Texas.

19.02 Service Provider verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

ARTICLE XX
VENUE

20.01 To the extent permitted under the law, the venue for litigation arising from this Agreement is **Victoria County**, Texas.

ARTICLE XXI
LEGAL CONSTRUCTION

21.01 In case 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 contained therein.

ARTICLE XXII
PRIOR AGREEMENTS SUPERSEDED

22.01 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 within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by **Juvenile Probation** for the children placed in the Facility by the Judge of **Johnson County** having juvenile jurisdiction.

ARTICLE XXIII
PRISON RAPE ELIMINATION ACT

23.01 Service Provider shall adopt and 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. [PREA §115.312(a)].

Under PREA, Service Provider shall make available to the CPO 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)]

Under PREA, the Service Provider shall be subjected to annual contract monitoring by Juvenile Probation to ensure that the Service Provider is complying with the PREA standards [PREA §115.312(b)]. To comply with this standard the Service Provider will make available to the CPO all incident-based aggregated sexual abuse data within 24-hours of the allegation.

Under PREA, Juvenile Probation will make the aggregated sexual abuse data for each Service Provider available to the public via the Juvenile Probation website [PREA §115.389(b)].

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we here unto affix our signature this 20 day of July, 202 6.

Victoria County Juvenile Justice Center

Ben Zeller, County Judge

Signature Page (Juvenile Contract for County Facility)

APPROVED AS TO FORM AND CONTENT for JOHNSON COUNTY:

Christopher Boedecker
Johnson County Judge

9-14-26
Date

Attest:

Johnson County Clerk,
April Long or Deputy County Clerk

9-14-26
Date

Steve McClure
Chairman, Juvenile Board

06-30-2026
Date

Steve G. Gant
Director, Juvenile Services

2-29-2026
Date