

STATE OF TEXAS

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INTERLOCAL COOPERATION AGREEMENT

COUNTY OF BEXAR

**JOHNSON COUNTY JUVENILE SERVICES
and
THE BEXAR COUNTY JUVENILE PROBATION DEPARTMENT**

Secure Post-Adjudication Correctional Facility Services

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between Johnson County Juvenile Services ("Sending County"), a political subdivision of the State of Texas, and the Bexar County Juvenile Board on behalf of the Bexar County Juvenile Probation Department (collectively referred to as "Receiving County"), a political subdivision of the State of Texas. This Agreement is entered into by the parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, the Texas Juvenile Justice Department has made available funding and offered state financial assistance monies to assist local juvenile boards in the provision of juvenile probation services or the operation of a secure pre-adjudication detention facility, a short-term detention facility, a secure post-adjudication correctional facility, a non-secure residential treatment facility, or a juvenile justice alternative education program or a juvenile justice program as defined in Texas Family Code Section 261.405; and

WHEREAS, Sending County is seeking secure post-adjudication correctional treatment services for youth under the supervision of its juvenile probation department who are at risk of commitment to the Texas Juvenile Justice Department; and

WHEREAS, Receiving County has the ability to provide said services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

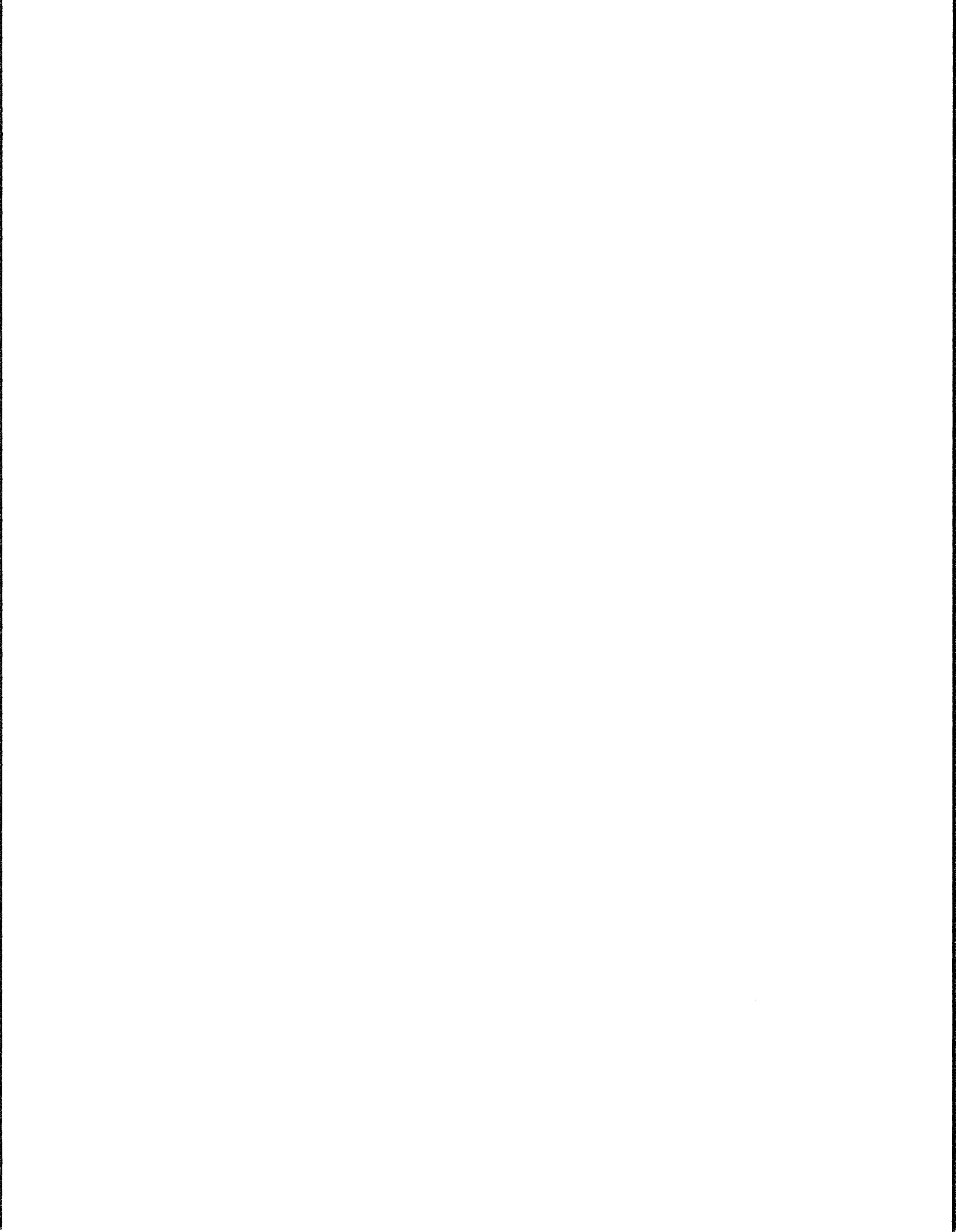
**ARTICLE I
PURPOSE**

1.01 The purpose of this Agreement is to provide Sending County with secure post-adjudication correctional treatment services for youth under the probation supervision of Sending County who have been accepted by the Bexar County Chief Juvenile Probation Officer for placement at the Cyndi Taylor Krier Juvenile Correctional Treatment Center.

**ARTICLE II
DEFINITIONS**

2.01 For purposes of this Agreement, the following definitions apply:

- A. "Agreement": Defined hereinabove.
- B. "Sending County": Defined hereinabove.



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- C. "Receiving County": Defined hereinabove.
- D. "TJJD": Texas Juvenile Justice Department.
- E. "Krier Center": Cyndi Taylor Krier Juvenile Correctional Treatment Center, located at 3621 Farm Road, San Antonio, Texas 78223.
- F. "Mission Road Center": Mission Road Center, located at 600 Mission Road, San Antonio, Texas 78201.
- G. "Detention Center": Bexar County Juvenile Detention Center, located at 600 Mission Road, San Antonio, Texas 78201.
- H. "Facilities": Collectively refers to the Krier Center, Mission Road Center, and Detention Center.
- I. "Child/Children": Any and all child/children under juvenile probation supervision of the Sending County who have been accepted by the Bexar County Chief Juvenile Probation Officer for placement at the Krier Center.
- J. "TLOA": Temporary leave of absence.
- K. "Child's Probation Officer": A juvenile probation officer of the Sending County who is assigned to a Child.
- L. "PREA": Prison Rape Elimination Act of 2003 (28 CFR §115).

ARTICLE III
TERM

- 3.01 This Agreement shall commence on March 1, 2017 and end on August 31, 2017. It shall be automatically renewed for one-year terms thereafter, commencing September 1st and ending August 31st of each subsequent year, unless one party notifies the other in writing, at least 30 days prior to the expiration of said term, of its intention to not renew this Agreement.

ARTICLE IV
OPERATIONAL AUTHORITY

- 4.01 Receiving County owns and operates the Krier Center, Mission Road Center and Detention Center. The Krier Center is a secure post-adjudication correctional facility, Mission Road Center is a secure pre- and post-adjudication correctional facility, and the Detention Center is a secure pre-adjudication detention facility. The Facilities are registered with TJJD and are certified by the Bexar County Juvenile Board.

ARTICLE V
CHILD ACCEPTANCE & PLACEMENT

- 5.01 Receiving County is under no obligation to accept a Child, and no Child will be placed at the Krier Center without the prior written approval of the Bexar County Chief Juvenile Probation Officer.
- 5.02 To be considered for acceptance, Receiving County shall receive from Sending County the TJJD "Interagency Placement Application" and any other pre-admission records pertaining to a Child as currently listed, or subsequently amended, in Texas Administrative Code §343.600. All documents shall be sent to:
- Dr. Anne Thomas, Ph.D.
Deputy Chief - Clinical Services Institutions
Bexar County Juvenile Probation Department
301 E. Mitchell Street
San Antonio, TX 78210
athomas@bexar.org
(210) 335-1812 | fax: (210) 335-1822
- 5.03 Sending County will be responsible for all transportation needs of a Child, a Child's Probation Officer, and a Child's family, except for a Child's transportation between Receiving County Facilities.
- 5.04 A Child's probation supervision will remain under the jurisdiction of Sending County while Child is receiving services under this Agreement.
- 5.05 When separation is required due to disciplinary issues at the Krier Center, a Child may be transported to Mission Road Center or Detention Center for temporary housing. The Child will remain at Mission Road Center until Receiving County deems it appropriate for the Child to return to the Krier Center.
- 5.06 In the event a Child commits a new offense or violation of probation while residing at the Krier Center, the Child may be transported to the Detention Center or Mission Road Center for temporary placement. Receiving County will promptly contact the Sending County to determine the next course of action for the Child. If Receiving County elects to discharge the Child from Krier Center placement, Sending County shall promptly pick up the Child at the Detention Center. In any event, Receiving County will only release a Child to a person or agency specifically designated by an authorized agent of Sending County, and Sending County will pay the per diem rate set forth herein for each day a Child remains in a Receiving County Facility.
- 5.07 The parties recognize that part of a Child's rehabilitation program may include time away from the Krier Center, such as weekends and holidays. Receiving County will coordinate with Sending County to schedule a mutually agreeable day and time for a Child's TLOA. The specific time frame for the TLOA must be approved by the Krier Center Facility Administrator or his/her designee. The Sending County will be responsible for a Child's transportation to and from the Krier Center, and for the Child's supervision during a TLOA. Receiving County will retain a bed for a Child until his/her return from a TLOA.

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- 5.08 Receiving County reserves the right to discharge a Child from placement at the Krier Center at its discretion. In any event, Receiving County will only release a Child to a person or agency specifically designated by an authorized agent of Sending County.

ARTICLE VI
KRIER CENTER SERVICES

- 6.01 **Intensive Level of Care.** The Krier Center program is designated as an "Intensive" level of care program. Services include:
- A. Routine supervision, intervention, and therapeutic services to ensure a child's safety, involvement in age-appropriate structured activities, educational and rehabilitative services, and guidance from professionals and paraprofessionals to help attain or improve functioning appropriate to a child's age and functioning/development.
 - B. A full range of treatment and rehabilitative interventions including educational, social, recreational, psycho-educational, and mental health services.
 - C. Specialized interventions within the general program services tailored to effectively stabilize, manage, and treat special populations with unique challenges in a developmentally appropriate fashion. These special populations include mentally ill youth, substance abusing youth, and female and pregnant youth.
 - D. Appropriately licensed medical and mental health professionals to manage and administer both the long term specialized and intensive level of care services, as well as intensive interventions to achieve psychiatric stabilization in crisis situations as needed.
 - E. Weekly multi-disciplinary treatment team meetings to conduct initial assessments, develop individualized treatment plans, and monitor the progress of all Krier Center residents, as well as to plan each resident's transition back to the community.
 - F. Therapy for each resident as follows:
 - 1. Individual Therapy: at least four 50-minute sessions per month;
 - 2. Group Therapy: at least eight 50-minute sessions per month;
 - 3. Family Therapy: at least one to two 50-minute sessions per month;
 - 4. Skills/Process/Psycho-educational Therapy: at least five 50-minute sessions per week; and
 - 5. Psychiatric Consultation: once at intake and subsequently as needed.
- 6.02 **Education.** Within the limits of state and federal law, all Children will have access to a free appropriate public education and related services through the East Central Independent School District while residing at the Krier Center.

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- 6.03 **Ropes Challenge Course.** The Ropes Challenge Course is located on the Krier Center premises and utilizes hands-on problem solving tasks to illustrate concepts of teamwork, esteem building, accomplishment and goal setting. The Ropes Challenge Course employs both low and high elements, and includes a 50-foot tower for climbing and rappelling.
- 6.04 **Enrichment Programs.** The Enrichment Programs at the Krier Center are unique opportunities to provide residents a mechanism to explore talents they may not yet have developed. These programs are educational, culturally enriching, and entertaining. While they may not be available to all Children residing at the Krier Center, the programs currently include equine instruction and therapy, theater arts, and creative writing.
- 6.05 **Residential Case Plan/ Case Plan Review.** Residential case plans and case plan reviews shall be conducted in accordance with Chapter 37 Texas Administrative Code. The residential case plan and case plan reviews must contain documentation acknowledging that the plan was developed in consultation with the Child, the Child's parent/legal guardian/custodian, and the Child's Probation Officer. The Child's Probation Officer will be responsible for obtaining the signature of the Child's parent/legal guardian/custodian on all residential case plans and case plan reviews.
- 6.06 **Child's Parent and Probation Officer Participation.** The parties acknowledge that part of a Child's rehabilitation process is parent involvement. The Krier Center program requires a Child's Probation Officer and a Child's parent/legal guardian/custodian to attend the following meetings: residential case plan meeting, case plan review meetings (every 90 days), family therapy sessions, transitional staffing, and graduation from the Krier Center program. If a Child's parent/legal guardian/custodian is unable to attend a meeting, arrangements may be made for participation via a conference call. A Child's Probation Officer will also conduct monthly visits with a Child at the Krier Center.
- 6.07 **Emergency Notification.** Receiving County will ensure that the Child's parent/legal guardian/custodian, Child's Probation Officer, and any person specifically designated by an authorized agent of Sending County are immediately notified if a Child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or has been transported to a hospital or emergency care facility.

**ARTICLE VII
EVALUATION CRITERIA**

- 7.01 Receiving County will be evaluated on the basis of the output and outcome measures contained in this section.
- A. Sending County shall evaluate Receiving County's performance under this Agreement according to the following specific performance goals:
1. Ensure that each Child successfully completes the placement program at the Krier Center.
 2. Ensure that the Krier Center services effectively promote the prevention of a Child's re-referral to the juvenile or criminal justice system, or commitment to TJJD.

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B. Sending County shall additionally evaluate Receiving County by the following output measures:

1. The total number of Children accepted and placed at the Krier Center.
2. The total number of Children who successfully complete the placement program at the Krier Center.
3. The total number of Children who were unsuccessfully discharged from the Krier Center.
4. The total number of Children who re-offended and/or were committed to TJJD within one year of successfully completing the placement program at the Krier Center.
5. The total number of Children who re-offended and/or were committed to TJJD within two years of successfully completing the placement program at the Krier Center.
6. The total number of Children who re-offended and/or were committed to TJJD within three years of successfully completing the placement program at the Krier Center.

C. Sending County shall further evaluate Receiving County by the following outcome measures:

1. Percentage of Children who successfully completed the placement program at the Krier Center.
2. Percentage of Children who were unsuccessfully discharged from the placement program at the Krier Center.
3. Percentage of Children who successfully completed the placement program at the Krier Center and subsequently re-offended and/or were committed to TJJD within one year of completion.
4. Percentage of Children who successfully completed the placement program at the Krier Center and subsequently re-offended and/or were committed to TJJD within two years of completion.
5. Percentage of Children who successfully completed the placement program at the Krier Center and subsequently re-offended and/or were committed to TJJD within three years of completion.

7.02 Receiving County shall report on a quarterly basis to Sending County as to the following output and outcome measures: 7.01B.1.,2.&3. and 7.01C.1.&2. These reports will be reviewed by Sending County in order to monitor Receiving County for programmatic

compliance with this Agreement. Receiving County will not be required to submit reports for a quarter during which no Child from Sending County received services under this Agreement. Sending County shall provide to Receiving County copies of all performance reports submitted to the Texas Juvenile Justice Department.

**ARTICLE VIII
COMPENSATION**

- 8.01 For and in consideration of the above-mentioned services, Sending County agrees to pay Receiving County the per diem rate for each Child as established by the Receiving County at the time of a Child's intake to the Krier Center. The per diem rate as currently established is set forth in **Addendum A**, attached hereto and incorporated herein.
- 8.02 Receiving County may revise the per diem rate and specify an effective date thereof. Receiving County will notify Sending County in writing of such revisions and their effective date. Acceptance of services by Sending County after the effective date will signify Sending County's acceptance of the per diem rate change. If Sending County declines to accept the per diem rate change made by Receiving County, Sending County may terminate this Agreement subject to the conditions herein. In any event, a Child's per diem rate is established at the time of a Child's intake and will remain in effect until the Child is released from the Krier Center.
- 8.03 The parties agree that the portion of any day on which a Child arrives at a Receiving County Facility shall be computed as a full day under this Agreement, and subject to the per diem rate. Sending County shall not be responsible for any per diem fees for the day of a Child's departure from a Receiving County Facility.
- 8.04 Sending County will be responsible for all medical costs not included in the Krier Center program.
- 8.05 Receiving County will submit an invoice for payment of services to the Sending County on a monthly basis within 15 working days following the end of the invoiced month. Each invoice shall include information deemed necessary for adequate fiscal control including the Child's name, Child's SID number, the number of days Child was placed during the invoiced month, and the per diem rate. Receiving County will send invoices to:

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

- 8.06 Invoices submitted by Receiving County shall be paid by Sending County within 30 days of receipt. The check will reference the Receiving County's invoice number and will be made payable to "The Bexar County Juvenile Board". Payment will be sent to:

Bexar County Juvenile Probation Department
Fiscal Officer
301 E. Mitchell Street
San Antonio, TX 78210

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- 8.07 Sending County will direct any inquiries regarding an invoice or other fiscal matter to Receiving County's Fiscal Officer at jvfiscalhelp@bexar.org. Sending County will not contact any other Receiving County employees regarding fiscal matters.

**ARTICLE IX
REPRESENTATIONS**

- 9.01 Receiving County hereby represents and states 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 holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Bexar, or any political subdivision thereof.
- C. That it will adhere to all federal, state, county and city laws, ordinances, regulations, and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Agreement.
- D. That it acknowledges that state funds may be used to pay for services rendered to under this Agreement. For this reason, Receiving County will account separately for the receipt and expenditure of all funds received from Sending County, and will adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.
- E. That it understands that acceptance of state funds under this Agreement 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. Receiving 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. Receiving County will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate are included in any subcontract or arrangement Receiving County enters into in which funds received under this Agreement form all or part of the consideration.
- F. That all of its employees, volunteers, and other individuals providing services to juveniles under the auspices of Receiving County will report any incident or allegation of abuse, neglect, exploitation, death or other serious incident involving a Child in a Receiving County Facility in accordance with Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358 or successor provisions, and PREA. Additionally, with respect to a Child from Sending County, all incidents and allegations, including sexual abuse, serious physical abuse, and death will also be faxed or emailed to the Sending County's Chief Juvenile Probation Officer, or other authorized designee, within 24 hours of the initial report.

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- G. That it prominently posts in all public and staff areas in all of its office and Facility areas, both the English and Spanish language versions of the following official notice forms: TJJD Notice to Public Regarding Abuse, Neglect and Exploitation; and TJJD Notice to Employees Regarding Abuse, Neglect and Exploitation.
 - H. That it will permit Sending County to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records 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 Receiving County and the Krier Center residents when deemed necessary.
 - I. That it will retain and make available to Sending County all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available Sending County's inspection, all contractual agreements with Receiving County's subcontractors for services related to this Agreement.
 - J. That it will cooperate with and testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter Sending County considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
 - K. That it will maintain strict confidentiality of all information and records relating to Children from Sending County and will not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.
 - L. That pursuant to Tex. Fam. Code § 231.006, Receiving County certifies it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
 - M. That it will respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, parent/ legal guardian/ custodian on the basis of age, race, color, sex, religion, disability, national origin, or other legally protected categories, classes, or characteristics.
- 9.02 That it will adopt and comply with PREA, which establishes a zero-tolerance standard against sexual assault and sexual harassment of incarcerated persons, including juveniles, and addresses the prevention, detection, elimination, and reporting of sexual assault in juvenile facilities. Pursuant to the PREA standards, Receiving County will:
- A. Permit Sending County to monitor its Facilities and records as necessary to ensure that Receiving County is in compliance with said standards. Receiving County will make available to Sending County a copy of its most recent PREA audit. Receiving County will be responsible for the financial cost associated with any PREA audit.

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- B. Collect accurate, uniform data for every allegation of sexual abuse at its Facilities, using the most recent version of the Survey of Sexual Violence issued by the Department of Justice and will provide all incident-based sexual abuse data and aggregated sexual abuse data for the previous calendar year to Sending County no later than May 31st of each year.
- C. Ensure that all of its employees, volunteers, and other individuals working under the auspices of Receiving County who provide goods or services directly to juveniles in a Facility undergo the requisite background checks, child abuse registry checks, and training certification explaining their responsibilities under Receiving County's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.

**ARTICLE X
DEFAULT**

10.01 An event of default will occur under the following circumstances:

- A. Receiving County defaults by failing to perform the services or any of the other material provisions called for by this Agreement, or by failing to achieve the defined goals and outcomes contained in Article VII herein, and after receiving notice of default by Sending County, does not cure such default within a period of 20 days.
- B. Sending County defaults by failing to pay for services in accordance with the provisions of Article VIII herein, and after receiving notice of default by Receiving County, does not cure such default within a period of 20 days.

**ARTICLE XI
TERMINATION**

11.01 This Agreement may be terminated:

- A. In an event of default as defined in Article X hereinabove;
- B. By either party upon 30 days' written notice to the other party of the intention to terminate; or
- C. Upon expenditure of available funds.

**ARTICLE XII
MISCELLANEOUS**

- 12.01 Receiving County may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of the Sending County.
- 12.02 The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by either party of any immunities from suit or liability that either party may have by operation of law.

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- 12.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas.
- 12.05 Exclusive venue for any litigation arising from this Agreement shall be in Bexar County, Texas.
- 12.06 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- 12.07 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.
- 12.08 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof, and be duly executed by the parties hereof.

ARTICLE XIII
EXECUTION

- 13.01 Each person signing this Agreement warrants that he or she has power and authority to bind the party for which he or she signs to all of the terms and conditions of this Agreement.


SIGNATURE PAGE FOLLOWS.

ON March 13, 2017 FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

BEXAR COUNTY JUVENILE BOARD




LISA K. JARRETT, CHAIR
Bexar County Juvenile Board




LYNNE WILKERSON
Chief Juvenile Probation Officer
Bexar County Juvenile Probation Department

JOHNSON COUNTY JUVENILE SERVICES

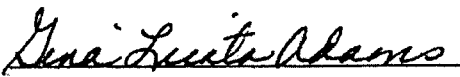


ROGER HARMON
County Judge



ROBERT MAYFIELD
Chairman, Juvenile Board

APPROVED AS TO LEGAL FORM:



GINA LICATA ADAMS
General Counsel
Bexar County Juvenile Probation Department

ADDENDUM A

CURRENT PER DIEM RATE

**SECURE POST-ADJUDICATION CORRECTIONAL FACILITY SERVICES AT
THE CYNDI TAYLOR KRIER JUVENILE CORRECTIONAL TREATMENT CENTER**

Per Diem Rate:	\$260.95
Effective Date:	March 1, 2017