



Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012

Prepared By/Phone Number: David Walch, 46663, Marvin Brice CPPB

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 3 to Contract No. 4400000596, (H.T.E. # PS000246JW) New Encounters Residential Treatment Center, Inc., for the provision of Residential Treatment Services.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

This agreement is for the provision of residential treatment services for juvenile offenders within Travis County's Juvenile Probation Department. Travis County has approximately 34 active Residential Treatment Service Contracts within different counties throughout Texas. These agreements are used on an as needed basis, according to the specific needs of the youths being placed. Travis County pays the daily cost set by the State of Texas Juvenile Justice Department in accordance with the facility type and level of service provided.

This Modification No. 3 updates this contract to reflect the Prison Rape Elimination Act contract language now required by the Texas Juvenile Justice Department for all Title IV-E facilities.

Modification 2 updated Sections 4.1 and Section 7.17 to correct audit findings identified by State audit.

Modification 1 increased the Level of Care rates as defined by the State and included modifications to Section 3.19 pertaining to Medicaid eligible children and Section 4.1 for Title IV-E Federal Foster Care Reimbursement eligibility.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**
 - Award Amount: As needed contract
 - Contract Type: Professional Services Agreement
 - Contract Period: July 1, 2000 – September 20, 2000

- **Contract Modification Information:**
 - Modification Amount: N/A As needed contract
 - Modification Type: Bilateral
 - Modification Period: September 25, 2012 – until terminated

- **Funding Information:**
 - Purchase Requisition in H.T.E.:
 - Funding Account(s): 001-4543-593-6205
 - Comments: Funds will be verified on an as needed basis through Shopping carts processed against the contract.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

MODIFICATION OF CONTRACT NUMBER: 4400000596 (H.T.E.# PS000246JW) Residential Treatment Services PAGE 1 OF 6 PAGES

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST. STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: David Walch TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: August 27, 2012
ISSUED TO: New Encounters Residential Treatment Center, Inc. 4121 F. M. 637 Corsicana, TX 75110	MODIFICATION NO.: 3	EXECUTED DATE OF ORIGINAL CONTRACT: June 20, 2000
ORIGINAL CONTRACT TERM DATES: <u>07/20/2000 - 9/30/2000</u>		CURRENT CONTRACT TERM DATES: <u>10/01/2000 - Until Terminated</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$ NA Current Modified Amount \$ NA

DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set forth below:

A. In accordance with Section 7.6 Amendments of the current contract, the following Sections of the contract are modified as follows:

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, 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.

Under PREA, CONTRACTOR must make available to the CPO all incident-based and 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)]

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."

B. All references to "Texas Juvenile Probation Commission" (TJPC) are amended to the "Texas Juvenile Justice Department".

C. "Attachment C, Contracted Components of Care" is hereby incorporated into this agreement.

Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

Note to Vendor:
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>New Encounters</u>	<input type="checkbox"/> DBA
BY: <u>Craig Tekall</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>CRAIG Tekall</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Director</u> ITS DULY AUTHORIZED AGENT	DATE: <u>9-5-12</u>
TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

ATTACHMENT "C"

CONTRACTED COMPONENTS OF CARE

THE FOLLOWING DOCUMENT INCLUDES REQUIREMENTS FOR THE RESIDENTIAL FACILITY OR CHILD PLACING AGENCY (CONTRACTOR) THAT PROVIDES 24-HOUR CARE TO IV-E ELIGIBLE CHILDREN UNDER THE JURISDICTION OF A TEXAS JUVENILE JUSTICE AGENCY.

DAILY LIVING SKILLS

The Contractor shall teach each child basic living and social skills such that they are able to appropriately care for themselves and function in the community.

ASSESSMENT, SERVICE PLANNING AND COORDINATION

- A) Diagnostic Assessment.** The Contractor shall ensure completion of a diagnostic assessment on each child within 30 days of admission. The assessment must address the child's strengths and needs in the following areas: physical, psychological, behavioral, family, social and educational.
- B) Service Planning and Coordination.**
- i. The Contractor shall develop, coordinate and implement a service plan that addresses the services that will be provided to meet each child's specific needs.
 - ii. The Contractor shall develop a service plan in accordance with the requirements contained in *TJPC-FED-29-04* Section 500 (Casework and Support Services) and Section 501 (Service Plans).
 - iii. The Contractor shall ensure that the service plan incorporates and is consistent with:
 - a. Permanency goals identified in the juvenile probation department residential case plan;
 - b. Behavioral goals established by the juvenile probation department;
 - c. Components of the child's Individual Education Plan (IEP) and the Individual Transition Plan (ITP) that are both developed by the school's Admission, Review, and Dismissal (ARD) committee, if appropriate; and
 - d. Components of the CPS transition plan for youth ages 16-22 which includes Preparation for Adult Living (PAL), Education and Training Vouchers (ETV) and other related services and support for youth who are currently in foster care or transitioning out of care. Additional information is located at http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/default.asp.
 - iv. The Contractor shall ensure that the service plan includes services to assist a child to transition to a new living arrangement or to new provider services, if applicable.

ROUTINE 24-HOUR CHILDCARE

A) Food.

- i. The Contractor shall provide food in accordance with requirements of DFPS Child Care Licensing Minimum Standards.
- ii. The Contractor shall ensure that each child receives fresh fruits, vegetables and dairy products at least once a day.
- iii. The Contractor shall ensure that children have input into meal planning.

B) Clothing and Personal Items.

- i. The Contractor shall maintain an inventory of the child's clothing and personal items that are of substantial and/or sentimental value by:
 - a. Completing an inventory of clothing and personal items at admission, as additional clothing and personal items are purchased or provided, and at discharge for a planned discharge and within thirty (30) days after an unplanned discharge;

CONTRACTED COMPONENTS OF CARE

- b. Ensuring that the child (when age and developmentally able) and the Contractor's staff sign and date the clothing and personal item inventory, except when the clothing and personal item inventory is completed after an unplanned discharge;
 - c. Sending the clothing and personal item inventory with the probation officer or other department designee at discharge for planned discharges; and
 - d. Providing the juvenile probation department with the clothing and personal item inventory within thirty (30) days after an unplanned discharge.
 - ii. The Contractor shall provide each child with appropriate clothing that at a minimum is:
 - b. In sufficient quantity to ensure an adequate amount of the following: t-shirts, undershirts, underwear, bras, socks, shoes, pants, shirts, skirts, blouses, coats/jackets, sweaters, pajamas, shorts, and other clothing necessary for a child to participate in daily activities;
 - c. Gender and age-appropriate;
 - d. Proportionate to the child's size;
 - e. In good condition, and is not worn-out with holes or tears (not intended by the manufacturer to be part of the item of clothing); and
 - f. Clean and washed on a regular basis.
 - iii. The Contractor shall allow children to label their clothes with their name or initials.
 - iv. The Contractor shall provide each child with appropriate items necessary to meet their hygiene and personal grooming needs by:
 - a. Making grooming products available so that each child is able to maintain good hygiene and grooming practices;
 - b. Ensuring that grooming products meet each child's ethnic hygiene and individual hair care needs;
 - c. Ensuring sufficient hot water is available for daily baths or showers; and
 - d. Providing training/education as necessary to ensure each child understands the concepts of personal hygiene and grooming and what they need to do on a daily basis to achieve and maintain good hygiene and grooming.
- C) Room, Board, and Furnishings.**
- i. The Contractor shall provide each child with a bed, sheets, towels, blankets, bedspreads, pillows, mattresses and other furnishings necessary to meet the child's needs. The Contractor shall ensure that the items be kept clean and in good repair.
 - ii. The Contractor shall ensure that children have personal storage space for their clothing and possessions. The Contractor shall provide children, who are able to look after their own needs, with individual storage space in their bedrooms for clothing and possessions.
 - iii. The Contractor shall provide behavioral, gender and age appropriate living arrangements for each child, with the exception of sibling groups, where appropriate, in accordance with DFPS Child Care Licensing Minimum Standards.

DISCIPLINE AND CRISIS MANAGEMENT

A) Discipline.

- i. The Contractor shall use appropriate authority and discipline practices as necessary to set limits for behavior and help each child develop the capacity for self-control; and
- ii. The Contractor shall develop and implement discipline and emergency behavior intervention policies that are consistent with DFPS Child Care Licensing Minimum Standards at: http://www.dfps.state.tx.us/Child_Care/Child_Care_Standards_and_Regulations/default.asp, and the Texas Administrative Code, including, but not limited to, the following:
 - a. The Contractor shall not use, give permission to use, or threaten to use physical discipline with any child.

CONTRACTED COMPONENTS OF CARE

- b. The Contractor shall not threaten the child with loss of visits with family or siblings as a punishment or deterrent to behavior.
- c. The Contractor shall not threaten the child with loss of placement as a punishment or deterrent to behavior.

B) De-Escalation and Crisis Management.

- i. The Contractor shall ensure that all de-escalation techniques are exhausted before utilizing more restrictive and intrusive behavior management or emergency behavior intervention.
- ii. The Contractor shall utilize developmentally and age appropriate emergency behavior intervention techniques, as described in DFPS Child Care Licensing Minimum Standards to resolve emergencies.
- iii. The Contractor shall manage the facility and milieu in a manner that minimizes disruption during a crisis.

EDUCATIONAL AND VOCATIONAL ACTIVITIES

A) Educational Activities.

- i. The Contractor shall ensure that each school-aged child placed with the Contractor pursuant to this Contract attends an educational program accredited by the Texas Education Agency ("TEA"). The Contractor may request an exception to this requirement from the juvenile probation department. The Chief Juvenile Probation Officer, or his/her designee may approve the exception request, and such approval must be in writing.
- ii. Not later than the third (3rd) calendar day after the date a child is placed in a residential facility, the Contractor shall notify the school district in which the facility is located.
- iii. The Contractor shall maintain and update an education portfolio for each child in the Contractor's care. The contents of the education portfolio must include, if appropriate:
 - a. School enrollment documents – birth certificate, Social Security card, immunizations, and withdrawal notice from the last school;
 - b. Special Education documents - Admission, Review & Dismissal (ARD) team meeting notes, Individual Education Plan (IEP), Section 504 documents, full individual evaluation and/or other diagnostic assessments;
 - c. Report cards, progress reports, and/or IEP progress reports;
 - d. Transcripts;
 - e. Standardized test result – TAKS/SDAA/LDAA;
 - f. Referrals, notices or other correspondence;
 - g. Pictures;
 - h. Miscellaneous – anything school related not previously listed.
- iv. The Contractor shall make the education portfolio readily available to the juvenile probation department on any visit with the child or otherwise, if requested.
- v. The Contractor shall document that the report card and progress reports are discussed with each child.
- vi. The Contractor shall provide the child's education portfolio to the juvenile probation department at the time a child is discharged from the Contractor's care regardless of whether the discharge is a planned or an unplanned discharge. The Contractor must ensure the following:
 - a. The most current educational documents and records are in each child's education portfolio; and
 - b. The child's education portfolio includes the child's current school withdrawal paperwork.
- vii. The Contractor shall minimize disruptions to a child's education by scheduling therapy and other appointments outside school hours, whenever possible.

- B) Vocational Activities. The Contractor shall provide vocational training, support services, activities and skills training (including job readiness), apprenticeships and vocational training opportunities such that each child:

CONTRACTED COMPONENTS OF CARE

- i. Has access to appropriate vocational activities and community education programs;
- ii. Receives the assistance needed to maximize the benefit of these activities; and
- iii. Is provided transportation to vocational activities.

ROUTINE RECREATIONAL ACTIVITIES

- A) The Contractor shall provide recreational activities such as indoor, outdoor, school, community and religious or spiritual activities for children served under this Contract that are age-appropriate, varied, and are of interest to the child.
- B) The Contractor shall ensure that recreational activities are, at a minimum, supervised in accordance with DFPS Child Care Licensing Minimum Standards and service level requirements contained in the Levels of Care Descriptions (TJPC-FED-28-04).
- C) The Contractor shall intervene, as necessary, to reduce the risk and occurrence of any and all injuries.
- D) The Contractor shall ensure that children have input into the types of recreational activities in which they wish to participate.

TRAVEL

- A) The Contractor shall provide or arrange all travel necessary to ensure a child's access to all necessary medical, mental and vision care for each child, including behavioral healthcare services, recreational, school and school activities, family visits, court hearings, Preparation for Adult Living (PAL) activities, permanency conferences, transition plan meetings, family group conferences, circles of support conferences, and any other services necessary to fulfill the tasks on a child's service plan.
- B) A Contractor who is licensed as a CPA shall arrange and facilitate sibling visits when siblings are at different placements within the same CPA unless the sibling visits are:
 - i. Prohibited by court order;
 - ii. Contrary to the best interest of the children as reflected in any of the service plans of the siblings; or
 - iii. Discouraged by a mental health professional treating any of the siblings.

CULTURAL COMPETENCE

The Contractor shall provide the contracted components of care with a high level of individual and organizational cultural competence as described below:

- A) **Individual Cultural Competence** – The knowledge, skill or attribute one has relative to cultures other than his/her own, that is observable in the consistent patterns of an individual's behavior, interaction and work related activities over time, which contributes to the ability to effectively meet the needs of children and families receiving services.
- B) **Organizational Cultural Competence** – A set of values, behaviors, attitudes and practices within a system, organization, program or among individuals, which enables staff and volunteers to work effectively with children and families from other cultures. Furthermore, it refers to the staff's ability to honor and respect the beliefs, language, interpersonal styles and behaviors of individuals and families receiving services.

CONTRACTED COMPONENTS OF CARE

CONTRACTOR PARTICIPATION

- A) The Contractor shall participate in conferences required by the juvenile probation department which include but are not limited to, medical, school, case planning, permanency planning, transition planning, and legal staffings.
- B) The Contractor shall participate in Preparation for Adult Living (PAL) activities, consistent with the child service or transition plan.
- C) The Contractor shall participate in any other meetings required by the juvenile probation department or a court having jurisdiction over the child and necessary to ensure that the Contractor is complying with a child's service plan.

MAINTAINING CONNECTIONS

- A) The Contractor shall make a good faith effort to ensure that children are able to preserve desired and appropriate connections to his or her own cultural identity and community, including religious/spiritual, family, school, and appropriate organizations through on-site or off-site means.
- B) The Contractor shall document all good faith efforts to maintain the child's connections.

PROVIDING TESTIMONY

- A) The Contractor shall ensure that Contractor's employees and subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to a child, at the request of the juvenile probation department.
- B) The Contractor shall, to the extent possible, notify, and/or assist the juvenile probation department in locating, past employees or subcontractors when past employees or subcontractors are needed to appear and testify in accordance with this subsection. The Contractor is responsible for the cost associated with the requirements of this subsection.

LEAST RESTRICTIVE SETTING

The Contractor shall provide all services in a manner that safeguards the health, welfare and safety of the children in the least restrictive setting possible.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Cyd Grimes
Purchasing Agent

FROM: *Estela P. Medina*
Estela P. Medina
Chief Juvenile Probation Officer

RE: Residential Placement Contracts – Modification
Contract Language for PREA and Contracted Components of Care

DATE: August 22, 2012

The Travis County Juvenile Probation Department is requesting an update to all the current residential treatment contracts to include new language referencing PREA (the Prison Rape Elimination Act). In addition, the Texas Juvenile Justice Department (TJJD) is requiring that the Title IV-E facilities contracts reference the Contracted Components of Care as shown in Attachment "C". The attachment provided by your department, lists the current residential treatment contracts.

The attachments also include the specific PREA language to be included in Section 3.17.1 of each of the contracts and the Contracted Components of Care language to be included in Section 3.17.4 of the HMIH Cedar Crest, LLC, Brookhaven Youth Ranch, Gulf Coast Trades Center, Pegasus School, Inc., Krause Children's, and Cornell Corrections of Texas contracts only.

If you need additional information in order to proceed, please do not hesitate to contact Sylvia Mendoza at 854-7008 or Chris Hubner at 854-7109.

Thank you.

cc: Sylvia Mendoza, Financial Manager, TCJPD
Chris Hubner, General Counsel, TCJPD
Barbara Swift, Deputy Chief, TCJPD
Michael Williams, Lead Accountant, TCJPD
David Walsh, Purchasing Agent Assistant, III

EPM: sm



Central Contract Number	Central Contract Name	Legacy Contract Number	Supplier
4400000591	RESID TRTMT:BROOKHAVEN YOUTH PS000212JW	PS000212JW	BROOKHAVEN YOUTH RANCH INC
4400000590	RESID TRTMT:CEDAR CREST FOUND PS000211JW	PS000211JW	HMIH CEDAR CREST LLC
4400000598	RESID TRTMT:COMAL CO-CONECTNS PS000264KW	PS000264KW	CONNECTIONS INDIVIDUAL AND FAMILY
4400000588	RESID TRTMT:GIOCOSA FOUNDATN PS000206JW	PS000206JW	GIOCOSA FOUNDATION,THE
4400000644	RESID TRTMT:GULF COAST TRADE PS050177JW	PS050177JW	GULF COAST TRADE CENTER
4400000589	RESID TRTMT:LAUREL RIDGE TRTM PS000210JW	PS000210JW	TEXAS LAUREL RIDGE HOSPITAL LP
4400000911	RESID TRTMT:WORLD FOR CHILDRN PS980019JW	PS980019JW	A WORLD FOR CHILDREN
4400000594	RESIDENT TRTMT:PEGASUS SCHOOL PS000230JW	PS000230JW	PEGASUS SCHOOL INC
4400000628	RESIDENT TRTMT:POSITIVE STEPS PS030159JW	PS030159JW	POSITIVE STEPS INC
4400000635	RESIDENT TRTMT:ROCKDALE RGNL PS030292JW	PS030292JW	4M YOUTH SERVICES INC
4400000595	RESIDENT TRTMT:SETTLEMNT CLUB PS000244JW	PS000244JW	SETTLEMENT HOME FOR CHILDREN
4400000586	RESIDENT TRTMT:SHORELINE IN PS000199JW	PS000199JW	SHORELINE INC
4400000671	RESIDENTIAL EMRG SHELTER SV PS070310VR	PS070310VR	AUSTIN CHILDRENS SHELTER
4400000679	RESIDENTIAL EMRG SHELTER SV PS080005VR	PS080005VR	BAPTIST CHILD AND FAMILY HHS
4400000803	RESIDENTIAL TREATMENT PS100224DW	PS100224DW	MERIDELL ACHIEVEMENT CENTER INC
4400000587	RESIDENTIAL TREATMENT SV PS000205VR	PS000205VR	BOYS TOWN TEXAS INC
4400000629	RESIDENTIAL TREATMENT SV PS030160JW	PS030160JW	CORNELL CORRECTIONS OF TEXAS
4400000667	RESIDENTIAL TREATMENT SV PS070255VR	PS070255VR	SOUTHWEST KEY PROGRAM
4400000688	RESIDENTIAL TREATMENT SV PS080181VR	PS080181VR	AVALON CENTER INC
4400000690	RESIDENTIAL TREATMENT SV PS080213VR	PS080213VR	SHILOH TREATMENT CENTER INC
4400000768	RESIDENTIAL TREATMENT SV PS090266VR	PS090266VR	NEURO INSTITUTE OF AUSTIN LP
4400000805	RESIDENTIAL TRTMT SV (SECURE) PS100234DW	PS100234DW	GRANBURY REGIONAL JUVENILE JUSTICE
4400000377	RESIDENTIAL TRTMT SV(HAYS CO) IL080007VR	IL080007VR	HAYS COUNTY
4400000639	RESIDENTIAL TRTMT SV-ALLIANCE PS040257JW	PS040257JW	ALLIANCE ADOLESCENT AND CHILDRENS
4400000630	RESIDENTIAL TRTMT SV-KERR CO PS030161JW	PS030161JW	PIEPER, JANNETT
4400000585	RESIDENTIAL TRTMT:LIFEWORCS PS000183VR	PS000183VR	YOUTH AND FAMILY ALLIANCE
4400000633	RESIDENTIAL TRTMT:NEW HORIZON PS030172JW	PS030172JW	NEW HORIZONS RANCH AND CENTER INC
4400000632	RESIDENTIAL TRTMT:THERAPEUTIC PS030169JW	PS030169JW	THERAPEUTIC FAMILY LIFE
4400000378	RESIDENTIAL TRTMT:VICTORIA CO IL080039VR	IL080039VR	VICTORIA REGIONAL JUVENILE JUSTICE
4400000592	RESID'L TRTMT:CARING FAMILY PS000221JW	PS000221JW	POSABILITIES INC
4400000593	RESID'L TRTMT:LUTHERAN SOC SV PS000229JW	PS000229JW	LUTHERAN SOCIAL SERVICES OF THE
4400000596	RESID'L TRTMT:NEW ENCOUNTERS PS000246JW	PS000246JW	NEW ENCOUNTERS RESIDENTIAL
4400000631	RESID'L TRTMT:YOUTH ALTERNAT PS030162JW	PS030162JW	ROY MAAS YOUTH ALTNERATIVES INC
4400000794	PROF RESIDENTIAL TRTMT SV PS100089DW	PS100089DW	TEXAS SAN MARCOS TREATMENT CENTER

SYLVIA MENDOZA

From: Chris Hubner
Sent: Monday, August 20, 2012 11:51 AM
To: David Walch
Cc: Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject: Contract No. PS000211KW - Cedar Crest
Attachments: Contracted Components of Care-Attachment C.DOCX; Mark-up pp. 5-6.pdf

Good Morning David,

I've been asked to update 6 of our RTC contracts with new language referencing PREA (the Prison Rape Elimination Act) and TJJD's requirement that these types of contracts reference Contracted Components of Care.

Here are pages 5 and 6 of the Cedar Crest RTC contract with recommended changes underlined:

Pg. 5 – 3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, 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.

Under PREA, CONTRACTOR must make available to the CPO all incident-based and 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)]

Pg. 6 – 3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."

Please let me know if there's anything further you need on this.

Thanks for your help David,

Chris Hubner
General Counsel

Travis County Juvenile Probation Department
2515 S. Congress Ave, Austin, TX 78704
chris.hubner@co.travis.tx.us
512-854-7109

The information contained in this document may be private, privileged and confidential, intended only for the professional use of the recipient named above. If the reader of this message is not the intended recipient (or the employee or agent responsible for delivering it to the intended recipient), you are hereby notified that you have received this document in error, and that any review, copying, distribution or dissemination of any part of this transmission is prohibited. If you have received this document in error, please contact us immediately by calling the telephone number located at the bottom of this document.

licensing standards. The prior authorization or life-threatening situation must be documented in writing.

3.14 CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules, and regulations before any contract funds are payable.

3.15 Indemnity, hold harmless, and claims.

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (Notice) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 Compliance with Laws, Regulations and Standards.

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract.

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

*including (Ac
PREA
language
here)*

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission~~.
Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C"

3.17.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the CPO and to the appropriate authorities as required, by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.18 Acknowledgements and Assurances.

3.18.1 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to place any child or children with CONTRACTOR and this Contract shall not be so construed.

3.18.2 CONTRACTOR acknowledges and agrees that the COUNTY may, at its discretion, remove any child placed pursuant to this Contract, at any time. The COUNTY will notify CONTRACTOR in a timely manner prior to the removal of a child except in instances where, in the COUNTY'S judgment, such notification may result in risk to the child's health, safety or welfare.

3.18.3 The parties acknowledge and agree that the CONTRACTOR is under no obligation to accept a child who is deemed by CONTRACTOR to be inappropriate for placement with CONTRACTOR.

3.18.4 Under Section 231.006, Texas Family Code, CONTRACTOR certifies that CONTRACTOR is not ineligible to receive state funds under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

**IV.
COMPENSATION, BILLING, AND PAYMENT**

4.1 For and in consideration of the satisfactory performance of the services described in Section III and CONTRACTOR'S compliance with the terms and conditions of this Contract, COUNTY shall pay CONTRACTOR a daily reimbursement for each child placed by COUNTY and receiving services from CONTRACTOR in accordance with this Contract. The amount of daily reimbursement shall be based upon the Level of Care provided, as defined by the Texas Juvenile Probation Commission, in accordance with the following rate schedule:

SYLVIA MENDOZA

From: Chris Hubner
Sent: Monday, August 20, 2012 1:34 PM
To: David Walch
Cc: Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject: Brookhaven Youth Ranch PS000212JW
Attachments: BYR mark-up p. 5.pdf; Contracted Components of Care-Attachment C.docx

David,
Here's page 5 of the Brookhaven Youth Ranch RTC contract with recommended changes underlined:

Pg. 5 – 3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, 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.

Under PREA, CONTRACTOR must make available to the CPO all incident-based and 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)]

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."

Attachment "C" is included as well.

Please let me know if there's anything further you need on this.

Thank you,

Chris Hubner

3.14 CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules, and regulations before any contract funds are payable.

3.15 **Indemnity, hold harmless, and claims.**

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (Notice) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 **Compliance with Laws, Regulations and Standards.**

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract.

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission~~:

Justice Department, Attachment "C"

SYLVIA MENDOZA

From: Chris Hubner
Sent: Monday, August 20, 2012 1:13 PM
To: David Walch
Cc: Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject: Gulf Coast Trades Center PS050177JW
Attachments: Contracted Components of Care-Attachment C.docx; Mark-up p. 5.pdf

David,

Here's page 5 of the Gulf Coast Trades Center RTC contract with recommended changes underlined:

Pg. 5 – 3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, 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.

Under PREA, CONTRACTOR must make available to the CPO all incident-based and 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)]

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."

Attachment "C" is included as well.

Please let me know if there's anything further you need on this.

Thank you,

Chris Hubner

3.15 Indemnity, hold harmless, and claims.

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract..

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (NOTICES) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 Compliance with Laws, Regulations and Standards.

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract.

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission~~ Justice Department, Attachment "C".

3.17.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the CPO and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family

SYLVIA MENDOZA

From: Chris Hubner
Sent: Monday, August 20, 2012 1:56 PM
To: David Walch
Cc: Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject: Pegasus Schools PS000230JW
Attachments: Contracted Components of Care-Attachment C.docx; Pegasus mark-up p. 5.pdf

David,

Here's page 5 of the Pegasus School, Inc., RTC contract with recommended changes underlined:

Pg. 5 – 3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, 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.

Under PREA, CONTRACTOR must make available to the CPO all incident-based and 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)]

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."

Attachment "C" is included as well.

Please let me know if there's anything further you need on this.

Chris Hubner

3.14 CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules, and regulations before any contract funds are payable.

3.15 **Indemnity, hold harmless, and claims.**

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (Notice) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 **Compliance with Laws, Regulations and Standards.**

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract.

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission~~.

Justice Department, Attachment "

SYLVIA MENDOZA

From: Chris Hubner
Sent: Monday, August 20, 2012 2:10 PM
To: David Walch
Cc: Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject: Krause Children's PS000229JW
Attachments: Contracted Components of Care-Attachment C.DOCX; Krause mark-up pp. 5-6.pdf

David,

Here are pages 5 – 6 of the Krause Children’s RTC contract with recommended changes underlined:

Pg. 5 – 3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, 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.

Under PREA, CONTRACTOR must make available to the CPO all incident-based and 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)]

Pg. 6 – 3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department, including the requirements of Contracted Components of Care referenced in Attachment “C.”

Attachment “C” is included as well.

Please let me know if there’s anything further you need on this.

Chris Hubner

licensing standards. The prior authorization or life-threatening situation must be documented in writing.

3.14 CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules, and regulations before any contract funds are payable.

3.15 Indemnity, hold harmless, and claims.

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (Notice) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 Compliance with Laws, Regulations and Standards.

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract. *PREA language*

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission~~.

Justice Department, Attachment "C"

3.17.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the CPO and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.18 Acknowledgements and Assurances.

3.18.1 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to place any child or children with CONTRACTOR and this Contract shall not be so construed.

3.18.2 CONTRACTOR acknowledges and agrees that the COUNTY may, at its discretion, remove any child placed pursuant to this Contract, at any time. The COUNTY will notify CONTRACTOR in a timely manner prior to the removal of a child except in instances where, in the COUNTY'S judgment, such notification may result in risk to the child's health, safety or welfare.

3.18.3 The parties acknowledge and agree that the CONTRACTOR is under no obligation to accept a child who is deemed by CONTRACTOR to be inappropriate for placement with CONTRACTOR.

3.18.4 Under Section 231.006, Texas Family Code, CONTRACTOR certifies that CONTRACTOR is not ineligible to receive state funds under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

**IV.
COMPENSATION, BILLING, AND PAYMENT**

4.1 For and in consideration of the satisfactory performance of the services described in Section III and CONTRACTOR'S compliance with the terms and conditions of this Contract, COUNTY shall pay CONTRACTOR a daily reimbursement for each child placed by COUNTY and receiving services from CONTRACTOR in accordance with this Contract. The amount of daily reimbursement shall be based upon the Level of Care provided, as defined by the Texas Juvenile Probation Commission, in accordance with the following rate schedule:

SYLVIA MENDOZA

From: Chris Hubner
Sent: Monday, August 20, 2012 3:22 PM
To: David Walch
Cc: Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject: Cornell Corrections of TX PS030160JW
Attachments: Cornell mark-up p. 5.pdf; Contracted Components of Care-Attachment C.docx

David,

Here is p. 5 of the Cornell Corrections of Texas RTC contract with recommended changes underlined:

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, 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.

Under PREA, CONTRACTOR must make available to the CPO all incident-based and 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)]

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."

Attachment "C" is included as well.

Please let me know if there's anything further you need on this.

Chris Hubner

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (NOTICES) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 **Compliance with Laws, Regulations and Standards.**

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract.

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Probation Commission.

3.17.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the CPO and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

ATTACHMENT "C"

CONTRACTED COMPONENTS OF CARE

THE FOLLOWING DOCUMENT INCLUDES REQUIREMENTS FOR THE RESIDENTIAL FACILITY OR CHILD PLACING AGENCY (CONTRACTOR) THAT PROVIDES 24-HOUR CARE TO IV-E ELIGIBLE CHILDREN UNDER THE JURISDICTION OF A TEXAS JUVENILE JUSTICE AGENCY.

DAILY LIVING SKILLS

The Contractor shall teach each child basic living and social skills such that they are able to appropriately care for themselves and function in the community.

ASSESSMENT, SERVICE PLANNING AND COORDINATION

- A) **Diagnostic Assessment.** The Contractor shall ensure completion of a diagnostic assessment on each child within 30 days of admission. The assessment must address the child's strengths and needs in the following areas: physical, psychological, behavioral, family, social and educational.
- B) **Service Planning and Coordination.**
- i. The Contractor shall develop, coordinate and implement a service plan that addresses the services that will be provided to meet each child's specific needs.
 - ii. The Contractor shall develop a service plan in accordance with the requirements contained in *TJPC-FED-29-04* Section 500 (Casework and Support Services) and Section 501 (Service Plans).
 - iii. The Contractor shall ensure that the service plan incorporates and is consistent with:
 - a. Permanency goals identified in the juvenile probation department residential case plan;
 - b. Behavioral goals established by the juvenile probation department;
 - c. Components of the child's Individual Education Plan (IEP) and the Individual Transition Plan (ITP) that are both developed by the school's Admission, Review, and Dismissal (ARD) committee, if appropriate; and
 - d. Components of the CPS transition plan for youth ages 16-22 which includes Preparation for Adult Living (PAL), Education and Training Vouchers (ETV) and other related services and support for youth who are currently in foster care or transitioning out of care. Additional information is located at http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/default.asp.
 - iv. The Contractor shall ensure that the service plan includes services to assist a child to transition to a new living arrangement or to new provider services, if applicable.

ROUTINE 24-HOUR CHILDCARE

A) Food.

- i. The Contractor shall provide food in accordance with requirements of DFPS Child Care Licensing Minimum Standards.
- ii. The Contractor shall ensure that each child receives fresh fruits, vegetables and dairy products at least once a day.
- iii. The Contractor shall ensure that children have input into meal planning.

B) Clothing and Personal Items.

- i. The Contractor shall maintain an inventory of the child's clothing and personal items that are of substantial and/or sentimental value by:
 - a. Completing an inventory of clothing and personal items at admission, as additional clothing and personal items are purchased or provided, and at discharge for a planned discharge and within thirty (30) days after an unplanned discharge;

CONTRACTED COMPONENTS OF CARE

- b. Ensuring that the child (when age and developmentally able) and the Contractor's staff sign and date the clothing and personal item inventory, except when the clothing and personal item inventory is completed after an unplanned discharge;
 - c. Sending the clothing and personal item inventory with the probation officer or other department designee at discharge for planned discharges; and
 - d. Providing the juvenile probation department with the clothing and personal item inventory within thirty (30) days after an unplanned discharge.
- ii. The Contractor shall provide each child with appropriate clothing that at a minimum is:
 - b. In sufficient quantity to ensure an adequate amount of the following: t-shirts, undershirts, underwear, bras, socks, shoes, pants, shirts, skirts, blouses, coats/jackets, sweaters, pajamas, shorts, and other clothing necessary for a child to participate in daily activities;
 - c. Gender and age-appropriate;
 - d. Proportionate to the child's size;
 - e. In good condition, and is not worn-out with holes or tears (not intended by the manufacturer to be part of the item of clothing); and
 - f. Clean and washed on a regular basis.
 - iii. The Contractor shall allow children to label their clothes with their name or initials.
 - iv. The Contractor shall provide each child with appropriate items necessary to meet their hygiene and personal grooming needs by:
 - a. Making grooming products available so that each child is able to maintain good hygiene and grooming practices;
 - b. Ensuring that grooming products meet each child's ethnic hygiene and individual hair care needs;
 - c. Ensuring sufficient hot water is available for daily baths or showers; and
 - d. Providing training/education as necessary to ensure each child understands the concepts of personal hygiene and grooming and what they need to do on a daily basis to achieve and maintain good hygiene and grooming.

C) Room, Board, and Furnishings.

- i. The Contractor shall provide each child with a bed, sheets, towels, blankets, bedspreads, pillows, mattresses and other furnishings necessary to meet the child's needs. The Contractor shall ensure that the items be kept clean and in good repair.
- ii. The Contractor shall ensure that children have personal storage space for their clothing and possessions. The Contractor shall provide children, who are able to look after their own needs, with individual storage space in their bedrooms for clothing and possessions.
- iii. The Contractor shall provide behavioral, gender and age appropriate living arrangements for each child, with the exception of sibling groups, where appropriate, in accordance with DFPS Child Care Licensing Minimum Standards.

DISCIPLINE AND CRISIS MANAGEMENT

A) Discipline.

- i. The Contractor shall use appropriate authority and discipline practices as necessary to set limits for behavior and help each child develop the capacity for self-control; and
- ii. The Contractor shall develop and implement discipline and emergency behavior intervention policies that are consistent with DFPS Child Care Licensing Minimum Standards at: http://www.dfps.state.tx.us/Child_Care/Child_Care_Standards_and_Regulations/default.asp, and the Texas Administrative Code, including, but not limited to, the following:
 - a. The Contractor shall not use, give permission to use, or threaten to use physical discipline with any child.

CONTRACTED COMPONENTS OF CARE

- b. The Contractor shall not threaten the child with loss of visits with family or siblings as a punishment or deterrent to behavior.
- c. The Contractor shall not threaten the child with loss of placement as a punishment or deterrent to behavior.

B) De-Escalation and Crisis Management.

- i. The Contractor shall ensure that all de-escalation techniques are exhausted before utilizing more restrictive and intrusive behavior management or emergency behavior intervention.
- ii. The Contractor shall utilize developmentally and age appropriate emergency behavior intervention techniques, as described in DFPS Child Care Licensing Minimum Standards to resolve emergencies.
- iii. The Contractor shall manage the facility and milieu in a manner that minimizes disruption during a crisis.

EDUCATIONAL AND VOCATIONAL ACTIVITIES

A) Educational Activities.

- i. The Contractor shall ensure that each school-aged child placed with the Contractor pursuant to this Contract attends an educational program accredited by the Texas Education Agency (“TEA”). The Contractor may request an exception to this requirement from the juvenile probation department. The Chief Juvenile Probation Officer, or his/her designee may approve the exception request, and such approval must be in writing.
- ii. Not later than the third (3rd) calendar day after the date a child is placed in a residential facility, the Contractor shall notify the school district in which the facility is located.
- iii. The Contractor shall maintain and update an education portfolio for each child in the Contractor’s care. The contents of the education portfolio must include, if appropriate:
 - a. School enrollment documents – birth certificate, Social Security card, immunizations, and withdrawal notice from the last school;
 - b. Special Education documents – Admission, Review & Dismissal (ARD) team meeting notes, Individual Education Plan (IEP), Section 504 documents, full individual evaluation and/or other diagnostic assessments;
 - c. Report cards, progress reports, and/or IEP progress reports;
 - d. Transcripts;
 - e. Standardized test result – TAKS/SDAA/LDAA;
 - f. Referrals, notices or other correspondence;
 - g. Pictures;
 - h. Miscellaneous – anything school related not previously listed.
- iv. The Contractor shall make the education portfolio readily available to the juvenile probation department on any visit with the child or otherwise, if requested.
- v. The Contractor shall document that the report card and progress reports are discussed with each child.
- vi. The Contractor shall provide the child’s education portfolio to the juvenile probation department at the time a child is discharged from the Contractor’s care regardless of whether the discharge is a planned or an unplanned discharge. The Contractor must ensure the following:
 - a. The most current educational documents and records are in each child’s education portfolio; and
 - b. The child’s education portfolio includes the child’s current school withdrawal paperwork.
- vii. The Contractor shall minimize disruptions to a child’s education by scheduling therapy and other appointments outside school hours, whenever possible.

B) **Vocational Activities.** The Contractor shall provide vocational training, support services, activities and skills training (including job readiness), apprenticeships and vocational training opportunities such that each child:

CONTRACTED COMPONENTS OF CARE

- i. Has access to appropriate vocational activities and community education programs;
- ii. Receives the assistance needed to maximize the benefit of these activities; and
- iii. Is provided transportation to vocational activities.

ROUTINE RECREATIONAL ACTIVITIES

- A) The Contractor shall provide recreational activities such as indoor, outdoor, school, community and religious or spiritual activities for children served under this Contract that are age-appropriate, varied, and are of interest to the child.
- B) The Contractor shall ensure that recreational activities are, at a minimum, supervised in accordance with DFPS Child Care Licensing Minimum Standards and service level requirements contained in the Levels of Care Descriptions (TJPC-FED-28-04).
- C) The Contractor shall intervene, as necessary, to reduce the risk and occurrence of any and all injuries.
- D) The Contractor shall ensure that children have input into the types of recreational activities in which they wish to participate.

TRAVEL

- A) The Contractor shall provide or arrange all travel necessary to ensure a child's access to all necessary medical, mental and vision care for each child, including behavioral healthcare services, recreational, school and school activities, family visits, court hearings, Preparation for Adult Living (PAL) activities, permanency conferences, transition plan meetings, family group conferences, circles of support conferences, and any other services necessary to fulfill the tasks on a child's service plan.
- B) A Contractor who is licensed as a CPA shall arrange and facilitate sibling visits when siblings are at different placements within the same CPA unless the sibling visits are:
 - i. Prohibited by court order;
 - ii. Contrary to the best interest of the children as reflected in any of the service plans of the siblings; or
 - iii. Discouraged by a mental health professional treating any of the siblings.

CULTURAL COMPETENCE

The Contractor shall provide the contracted components of care with a high level of individual and organizational cultural competence as described below:

- A) **Individual Cultural Competence** – The knowledge, skill or attribute one has relative to cultures other than his/her own, that is observable in the consistent patterns of an individual's behavior, interaction and work related activities over time, which contributes to the ability to effectively meet the needs of children and families receiving services.
- B) **Organizational Cultural Competence** – A set of values, behaviors, attitudes and practices within a system, organization, program or among individuals, which enables staff and volunteers to work effectively with children and families from other cultures. Furthermore, it refers to the staff's ability to honor and respect the beliefs, language, interpersonal styles and behaviors of individuals and families receiving services.

CONTRACTED COMPONENTS OF CARE

CONTRACTOR PARTICIPATION

- A) The Contractor shall participate in conferences required by the juvenile probation department which include but are not limited to, medical, school, case planning, permanency planning, transition planning, and legal staffings.
- B) The Contractor shall participate in Preparation for Adult Living (PAL) activities, consistent with the child service or transition plan.
- C) The Contractor shall participate in any other meetings required by the juvenile probation department or a court having jurisdiction over the child and necessary to ensure that the Contractor is complying with a child's service plan.

MAINTAINING CONNECTIONS

- A) The Contractor shall make a good faith effort to ensure that children are able to preserve desired and appropriate connections to his or her own cultural identity and community, including religious/spiritual, family, school, and appropriate organizations through on-site or off-site means.
- B) The Contractor shall document all good faith efforts to maintain the child's connections.

PROVIDING TESTIMONY

- A) The Contractor shall ensure that Contractor's employees and subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to a child, at the request of the juvenile probation department.
- B) The Contractor shall, to the extent possible, notify, and/or assist the juvenile probation department in locating, past employees or subcontractors when past employees or subcontractors are needed to appear and testify in accordance with this subsection. The Contractor is responsible for the cost associated with the requirements of this subsection.

LEAST RESTRICTIVE SETTING

The Contractor shall provide all services in a manner that safeguards the health, welfare and safety of the children in the least restrictive setting possible.