



Travis County Commissioners Court Agenda Request

Meeting Date: August 12, 2014

Prepared By/Phone Number: David Walch 46663; Marvin Brice 49765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 4400002147, Father Flanagan's Boys' Home for Professional 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 contract is for the provision of residential treatment services for juveniles under the care of Travis County Juvenile Probation. Travis County has approximately 33 active Residential Treatment Service Contracts with different counties and non-profit providers. These contracts are used on an as-needed bases according to the specific level of need of the youth being placed for services.

Father Flanagan's Boys' Home will provide two programs for youth under the care of Juvenile Probation that include the Family Home program and the Enhanced Family Home program; both programs are based on a research supported and evidenced based model of care.

Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Travis County Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

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

➤ **Contract-Related Information:**

Award Amount: N/A As-Needed Contract

Contract Type: Professional Services Agreement

Contract Period: 8/11/14 – 9/30/2015

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): Cost Center: 1450270001 – Probation
Services Resources; GL# 511800 – External Placement

Comments: As-Needed Contract

**PROFESSIONAL SERVICES
CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

FATHER FLANAGAN'S BOYS' HOME

FOR

PROFESSIONAL RESIDENTIAL TREATMENT SERVICES

CONTRACT NO. 4400002147



**Travis County Purchasing
Office**

TABLE OF CONTENTS

| | | |
|-----|---|----|
| 1.0 | Definitions..... | 3 |
| 2.0 | Term..... | 4 |
| 3.0 | Contractor’s Responsibilities | 4 |
| 4.0 | Compensation, Billing and Payment..... | 11 |
| 5.0 | Records, Confidentiality and Access | 13 |
| 6.0 | Performance Measures | 14 |
| 7.0 | Miscellaneous Provisions..... | 16 |
| | Approvals..... | 22 |

Attachments

| | |
|--|----|
| Attachment A -- Scope of Services..... | 23 |
| Attachment B – Fee Schedule..... | 25 |
| Attachment C – Insurance Requirements..... | 26 |
| Attachment D – Ethics Affidavit including: | 29 |
| Exhibit 1 - List of Key Contracting Persons..... | 30 |
| Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion for Covered Contracts | 32 |

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONTRACT FOR RESIDENTIAL TREATMENT SERVICES

This Contract for Residential Treatment Services (the "Contract") is entered into by and between the following parties: Travis County, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY", and Father Flanagan's Boys' Home, a licensed child care agency, hereinafter referred to as "CONTRACTOR".

In consideration of the mutual benefits and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CONTRACTOR agree to the terms and conditions stated in this Contract.

I. DEFINITIONS

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "County Placement Officer" ("CPO") means the Travis County Juvenile Probation Department Resource Manager or her designee.
- 1.3 "County Purchasing Agent" means Cyd V. Grimes, C.P.M., CPPO, the Travis County Purchasing Agent, or her successor.
- 1.4 "Is doing business" and "has done business" mean:
 - 1.4.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
 - 1.4.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 1.4.3 **but does not include**
 - 1.4.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
 - 1.4.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.4.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1.5 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this contract and marked as Attachment D.

II. TERM

2.1 **Initial Term.** The Initial Term of this Contract shall commence upon its execution by all parties, and shall continue until September 30, 2015, unless earlier terminated as provided herein.

2.2 **Renewal Term(s).** Subject to continued funding by the Commissioners Court, this Contract shall automatically renew each October 1 for five (5) succeeding terms of one year unless either party provides written notice to the other party at least thirty (30) days prior to the automatic renewal date that the party intends to terminate the Contract.

2.3 **Termination.** This Contract may be terminated by either party at any time by giving ten (10) days written notice to the other party hereto of the intention to terminate.

2.3.1 Termination by CONTRACTOR of any services to any resident shall occur only after first notifying the CPO of the causes for termination, including at least ten (10) days' lead-time to allow for alternate placement or referral for service in another location.

2.3.2 The CPO reserves the right to terminate a child's placement with CONTRACTOR at its discretion. CONTRACTOR must not release a resident to any person or agency other than the CPO without the prior express written consent of the CPO.

III. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

3.1 **Placement Objective.** The objective of placement with CONTRACTOR is to protect the well-being of the child, to enhance the child's functional abilities in a residential care setting, and to achieve the goals of the child's individual treatment plan through the provision of the following services, as appropriate:

3.1.1 Basic child care in secure and/or non-secure residential facilities at various service levels to ensure the health and safety of the child;

3.1.2 Appropriate educational, recreational, employment and vocational activities;

3.1.3 Behavior management, crisis intervention, counseling, diagnostic services, and medically necessary health care services.

3.2 **Services to be Provided.** CONTRACTOR shall provide the following services to each child placed by COUNTY to the extent that such services are permitted within CONTRACTOR'S license, as certified by the Travis County Juvenile Probation Department, and consistent with the child's Individualized Treatment Plan:

3.2.1 Secure and/or non-secure residential facilities for juvenile residents at the Levels of Care indicated in the Scope of Service, attached hereto and incorporated herein for all purposes.

3.2.2 Access to the community for each resident to achieve treatment or correctional objectives through applicable educational or employment programs provided by CONTRACTOR. Residential facilities and services provided by CONTRACTOR are not primarily used for the confinement or detention of juvenile residents or others; however, the restriction of the movement and activities of juvenile residents subject to enhanced Level of Care may be controlled through the use of physical barriers and intensive supervision.

3.2.3 Crisis intervention for each resident placed in CONTRACTOR'S facilities at the appropriate Level of Care, including all emergency counseling and routine counseling for each resident, as needed.

3.2.4 Special treatment services, including behavior management and crisis intervention, including:

3.2.4.1 Comprehensive initial evaluation by an interdisciplinary team,

3.2.4.2 Structured therapeutic milieu, which includes behavior management programs, educational services and functional living skills training, and

3.2.4.3 Leisure skills training, social interaction activities, problem solving skills and communication skills. Off-campus community experiences further augment the plan of care.

3.2.5 Medically necessary health care services. CONTRACTOR shall be financially responsible for all medical, dental, psychiatric, pharmacy, optometry and therapeutic care provided to a resident up to a maximum of \$5,000.00 annually. Any medical, dental, pharmacy or optometry needs that exceed the \$5,000.00 maximum annually will be the financial responsibility of COUNTY. Any medical procedure in excess of the \$5,000.00 maximum must be approved by the Travis County Juvenile Probation Department prior to service. In the event the service is not approved, the Travis County Juvenile Probation Department will not be required to pay for said procedure.

3.2.5.1 CONTRACTOR shall not dispense prescription medication to residents without prior approval of a physician and the CPO; and it is further provided that CONTRACTOR shall obtain emergency medical care and hospitalization for residents as needed, recognizing that emergency medical care and hospitalization are the responsibility of residents' parents and the CPO must be given notice within twenty-four (24) hours of any emergency treatment or hospitalization.

3.2.6 Other services described in this contract or described in CONTRACTOR'S

licensing study.

3.3 CONTRACTOR shall provide all services in a manner which safeguards the health, welfare, and safety of the children to the maximum extent possible, and in the least restrictive setting possible.

3.4 Residential care shall be provided by professional staff who possess the required qualifications for performing designated job functions. CONTRACTOR shall verify and disclose, or cause its employees and volunteers to verify and disclose, criminal history and any current criminal indictment for an offense against the person, an offense against the family, an offense involving public indecency under the Texas Penal Code as amended, or an offense under the Texas Controlled Substances Act, Chapter 481 of the Texas Health and Safety Code or comparable provisions in another state. This verification and disclosure shall be required for all staff having direct contact with COUNTY-placed children.

3.5 Disqualifying Criminal History.

3.5.1 CONTRACTOR agrees to allow, on request of COUNTY, an inspection by the DIRECTOR or designee of any documentation related to a criminal background check that has been completed on any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR, whose duties in connection with this Contract may include contact with youth referred under this Contract. To comply with this requirement, a criminal background check shall include a criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Nebraska and shall have been conducted within two (2) years prior to assignment of services under this Contract.

In addition to the required criminal background check, CONTRACTOR agrees to consult any child abuse registry maintained by the State of Nebraska or locality in which any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR, will work whose duties in connection with this Contract may include contact with youth referred under this Contract. Subject to CONTRACTOR'S policy on completing an individualized criminal background records check of each applicant and employee, any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR, whose name appears on any child abuse registry will be disqualified from providing services to youth referred under this Contract.

3.5.2 CONTRACTOR shall not assign or allow any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR, to provide services to youth referred under this Contract whose criminal background check reflects a disqualifying criminal history. COUNTY acknowledges that CONTRACTOR will complete an individualized assessment for each applicant and prospective employee in accordance with Nebraska and federal law, and a disqualifying criminal history may include, in CONTRACTOR'S reasonable discretion: any felony conviction or deferred adjudication within the past ten (10) years; any jailable misdemeanor conviction or deferred adjudication within the past five (5) years; or any current felony or jailable misdemeanor deferred adjudication, probation or parole; however, any applicant who is

determined to be a registered sex offender shall automatically be disqualified for employment.

3.5.3 CONTRACTOR shall not assign or allow any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR, to provide services to youth referred under this Contract who have:

1. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
2. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
3. Been civilly or administratively adjudicated to have engaged in the activity described in subparagraph 2 of this section.

3.6 **Individualized Service Plan.**

3.6.1 Each child placed with the CONTRACTOR shall have a written Individualized Service Plan (ISP) developed in concert with the child and mutually agreed upon by the appropriate CONTRACTOR and Travis County Juvenile Probation Department staff, any psychologist working with the child, and any psychiatrist working with the child and consulting with or working for CONTRACTOR, and appropriate COUNTY personnel within thirty (30) days of placement. A tentative ISP will be developed in concert with the above indicated persons prior to a child's admission.

3.6.2 The ISP shall be reviewed jointly by the appropriate CONTRACTOR staff, the child, any psychologist working with the child, any psychiatrist working with the child and consulting with or working for CONTRACTOR and the appropriate Travis County Juvenile Probation Department personnel at reasonable intervals not to exceed ninety (90) days, to assess the child's progress with modification of the ISP being made when indicated. Either CONTRACTOR or Travis County Juvenile Probation Department personnel may request a review, in writing, at any time.

3.6.3 The ISP shall contain the reasons why the placement will benefit the child; shall specify behavioral goals and objectives being sought for each child in CONTRACTOR'S placement; shall state how the goals and objectives are to be achieved during the child's placement with CONTRACTOR; and shall state how the parent(s), guardian(s), and when possible, grandparent(s) or other extended family members will be involved in the Individual Treatment Plan to assist in preventing or controlling the child's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

3.6.4 Copies of the original ISP and the periodic reviews are to be maintained by CONTRACTOR and forwarded to the CPO.

3.6.5 CONTRACTOR shall provide the CPO with a written report of the child's progress toward or achievement of goals/objectives contained in the ISP on a monthly

basis. If mutually agreed to by CONTRACTOR and CPO, the frequency of progress reports may be based upon the current review period intervals appropriate for that specific child's level of care.

3.7 CONTRACTOR shall not release a child to any person or agency other than the CPO without the express consent of the CPO.

3.8 The CPO must approve a child's participation in any furloughs, home visits, field trips or extended agency trips. CONTRACTOR accepts full responsibility for any actions, incidents, accidents, etc., that may involve a child when removed from CONTRACTOR'S facility for any reason whatsoever. Unless otherwise stipulated by the CPO, the child may visit freely with parents and relatives at CONTRACTOR's facility in accordance with established CONTRACTOR policies.

3.9 CONTRACTOR must obtain prior written approval from the CPO before moving a child from one facility or foster home to another facility or foster home and document the approval in the child's record prior to the move. Written approval of the move shall be requested in a timely manner to allow for review by the CPO. When oral approval has been received from the CPO and documented in the child's file, failure to receive written approval of the move from the CPO shall not be construed as failure to receive approval. In the event of an emergency, and if prior approval cannot be obtained, the CPO shall be notified of the move within twenty-four (24) hours or by the next working day.

3.10 CONTRACTOR must provide at least ten (10) calendar days notice before discharging a child except when the child is a danger to self or others.

3.11 CONTRACTOR shall immediately notify the CPO when it is determined that a child placed with the CONTRACTOR by COUNTY is a danger to self or others and requires placement in another setting.

3.12 CONTRACTOR shall immediately notify the CPO when a child placed by COUNTY requires hospitalization.

3.13 CONTRACTOR shall notify the CPO immediately of any serious incident, illness, or unauthorized departure involving children placed by COUNTY. This notification is in addition to any other notifications required by CONTRACTOR's specific license to operate.

3.14 CONTRACTOR shall not use mechanical restraints on a child placed by COUNTY without prior written authorization from a physician except in life-threatening situations. Restraint shall be used only when necessary. The method of restraint used shall be in accordance with applicable licensing standards. The prior authorization or life-threatening situation must be documented in writing.

3.15 CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, completed in compliance with the Internal Revenue Code, its rules, and regulations.

3.16 **Indemnity, Hold Harmless, and Claims.**

3.16.1 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.

3.16.2 COUNTY shall save and hold harmless CONTRACTOR, its affiliates, trustees, directors, officers, agents, contractors, 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 COUNTY, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

3.16.3 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 or COUNTY, as the case may be, shall give written notice to the other party 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).

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

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

3.18.1 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.

3.18.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition. CONTRACTOR will also take affirmative action to ensure that applicants are recruited, hired and trained, and that employees are treated fairly during employment, without regard to their race, religion, color, sex (gender), national origin, age or handicapped condition.

3.18.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Nebraska, and shall comply with minimum standards for

licensure at all times.

3.18.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department.

3.18.5 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 the Nebraska Child Protection Act, Neb. Rev. Stat. 28-710, *et seq.* and Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees are properly trained in the reporting requirements and procedures of the Nebraska Child Protection Act, Neb. Rev. Stat. 28-710, *et seq.* and Chapter 261 of the Texas Family Code.

3.18.5.1 Suspected or alleged cases of child abuse, neglect or exploitation of a child placed in CONTRACTOR'S facility by the CPO must be immediately reported to: (a) the CPO by notifying the Probation Services Division Director at (512) 854-7000 or via fax at (512) 854-7090 (Attn: Probation Services Division Director); (b) a local law enforcement agency; and (c) the Texas Juvenile Justice Department (TJJD) by submitting a TJJD Incident Report Form via fax to (512) 424-6717 or by calling (877) 786-7263, followed by submitting the report within 24 hours of the call.

3.18.5.2 CPO and CONTRACTOR recognize the following Nebraska state laws regarding allegations of child abuse or neglect at residential facilities:

(1) When any physician, medical institution, nurse, school employee, social worker, or other person has reasonable cause to believe that a child has been subjected to child abuse or neglect or observes such child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect, he or she shall report such incident or cause a report of child abuse or neglect to be made to the proper law enforcement agency or to the department on the toll-free number established by subsection (2) of this section. Such report may be made orally by telephone with the caller giving his or her name and address, shall be followed by a written report, and to the extent available shall contain the address and age of the abused or neglected child, the address of the person or persons having custody of the abused or neglected child, the nature and extent of the child abuse or neglect or the conditions and circumstances which would reasonably result in such child abuse or neglect, any evidence of previous child abuse or neglect including the nature and extent, and any other information which in the opinion of the person may be helpful in establishing the cause of such child abuse or neglect and the identity of the perpetrator or perpetrators. Law enforcement agencies receiving any reports of child abuse or neglect under this subsection shall notify the department pursuant to section [28-718](#) on the next working day by telephone or mail. (Neb. Rev. Stat. 28-711)

(2) The department shall establish a statewide toll-free number to be used by any person at any hour of the day or night, any day of the week, to make reports of child abuse or neglect. Reports of child abuse or neglect not

previously made to or by a law enforcement agency shall be made immediately to such agency by the department.

3.18.6 CONTRACTOR shall immediately notify CPO of any child abuse, neglect or exploitation investigations or any other external investigations related to facility or staff initiated during the contract period.

3.19 **Acknowledgements and Assurances.**

3.19.1 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.

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

3.19.3 The parties acknowledge and agree that CONTRACTOR is under no obligation to accept or continue any placement of a child who is deemed by CONTRACTOR, in its reasonable discretion, to be inappropriate for placement with CONTRACTOR.

3.19.4 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.

3.20 CONTRACTOR shall complete and submit Medicaid application upon initial date of placement to ensure the child's eligibility for Medicaid. CONTRACTOR is responsible for filing Medicaid paperwork within applicable deadlines. COUNTY will not subsidize Medicaid payments or be responsible for medical expenses for a child who is Medicaid eligible.

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 TDPRS Level of Care provided and shall be determined as follows:

4.1.1 Payment terms and conditions: CONTRACTOR shall be compensated \$185.00 per day per youth for Enhanced Family Home Services or \$148.11 per day per youth for Family Home services. CONTRACTOR shall be compensated for the date of the youth's entry into CONTRACTOR'S facility or program but not for the date of the youth's discharge from CONTRACTOR'S facility or program.

4.2 In addition to daily reimbursement as set out in Subsection 4.1, COUNTY shall reimburse CONTRACTOR for expenditures made for medical care and dental care for children placed by COUNTY, in excess of the amount stated in 3.2.5, if: (1) the medical care or dental care is not covered by Medicaid or other funding source, and (2) the expenditures are approved by COUNTY prior to the expenditures being made. Provided, however, that if prior approval is not possible or is impractical due to the immediate, urgent, or emergency nature of the need for medical or dental care, CONTRACTOR shall notify COUNTY of such expenditure(s) by the next working day.

4.3 Recognizing that a part of a child's rehabilitation program may include scheduled time away from the residential setting of CONTRACTOR, such as weekends, holidays, etc., and that CONTRACTOR must retain space for a child until his/her return, COUNTY will pay CONTRACTOR the applicable daily reimbursement rate contained in the Rate Schedule for such scheduled absence days from CONTRACTOR or its program; provided, however, that COUNTY will not be responsible for paying to retain space for any child for an absence of more than three (3) consecutive days, unless the CONTRACTOR has obtained prior approval from the CPO.

4.4 If a child makes an unauthorized departure from CONTRACTOR'S facility, CONTRACTOR shall notify the CPO immediately. If the child returns to CONTRACTOR within three (3) days or prior to the last billing day of the month, whichever occurs first, the CONTRACTOR shall be entitled to bill COUNTY for those days in the monthly billing period the child was absent from the CONTRACTOR, provided that COUNTY shall not be required to pay for an unauthorized absence extending beyond three (3) consecutive days, regardless of applicable billing period. CONTRACTOR is under no obligation to retain space for the child absent authorization.

4.5 In no event shall Sections 4.3 and 4.4 be construed to allow the CONTRACTOR to impose double billing on COUNTY or to require COUNTY, for any given day, to pay twice for the same space at CONTRACTOR'S facility.

4.6 Payment is to be made monthly. CONTRACTOR shall submit an invoice no later than ten (10) days from the last day of the month for which payment is being requested. All invoices may be emailed to Michael Williams, Accountant Lead, at:

Michael.Williams@co.travis.tx.us

Or mailed to:

Travis County Juvenile Probation Department
2515 South Congress Ave.
Austin, TX. 78704
Attn: Financial Services.

The invoice shall include such information as may be required by COUNTY, including at a minimum the following information with regard to each child for whom payment is requested:

4.6.1 The name of the child; and the child's identification number;

4.6.2 the dates (in chronological order) upon which services were provided;

4.6.3 the total number of days for which payment is being requested;

4.6.4 the daily rate applicable to the services provided;

4.6.5 the total amount being requested;

4.6.6 the purchase order for the services.

4.7 Disbursements to Persons with Outstanding Debt.

4.7.1 In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of CONTRACTOR, or an agent or assignee of CONTRACTOR until:

4.7.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.7.1.2 the debt is paid.

4.7.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with COUNTY.

4.7.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.8 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

**V.
RECORDS, CONFIDENTIALITY AND ACCESS**

5.1 COUNTY reserves the right to perform periodic on-site monitoring of CONTRACTOR's compliance with the terms of this Contract, and of the adequacy and timeliness of CONTRACTOR's performance under this Contract. After each monitoring visit, COUNTY shall provide CONTRACTOR with a written report of the monitor's findings. If the report notes deficiencies in CONTRACTOR's performance under the terms of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by CONTRACTOR. CONTRACTOR shall take action specified in the monitoring report prior to the deadlines specified.

5.2 CONTRACTOR shall establish a method to ensure the confidentiality of records and other information relating to the child according to applicable federal and state law, rules and regulations, and applicable professional ethical standards. This provision shall not limit

COUNTY's right of access to the child's case records or other information relating to children served under this Contract.

5.3 CONTRACTOR shall permit COUNTY to examine and evaluate its program of services provided under the terms of this Contract and to review records of any child placed by COUNTY in CONTRACTOR'S facility. This examination and evaluation of the program shall include unscheduled site visitations, observation of programs in operation, interviews, and administration of questionnaires to the staff of the CONTRACTOR and the child. Consistent with Chapter 611 of the Texas Health and Safety Code, COUNTY may interview and examine the records of any psychologist(s) working with children placed by COUNTY with CONTRACTOR, and consulting with or working for CONTRACTOR.

5.4 CONTRACTOR shall provide to the CPO such descriptive information of the program and children placed by COUNTY as requested on forms provided by COUNTY.

5.5 CONTRACTOR agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of either COUNTY or the State of Texas, books, documents and other evidence pertaining to the service provision, cost and expenses of this Contract, hereinafter called the "Records". As used in the preceding sentence, the term "Records" includes financial records, child care records, special treatment records, and any and all other books, documents and evidence connected with the provision of child placement, child care and special treatment services.

5.6 CONTRACTOR agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

5.7 CONTRACTOR shall provide COUNTY with copies of all evaluation and monitoring reports received from other funding sources during the agreement period within twenty (20) working days after receipt of the report.

VI. PERFORMANCE MEASURES

6.1 **Output Measures.** Contract output shall be measured by CONTRACTOR'S satisfactory delivery of the promised services in accordance with the terms and conditions of the Contract, including, but not limited to, the following:

- 6.1.1 Provision of quality residential child care which ensures the health and safety of the child;
- 6.1.2 Provision of appropriate educational, recreational, and vocational activities;
- 6.1.3 Provision of behavior management, diagnostic services, and medically necessary health care services;
- 6.1.4 Maintenance of an Individual Treatment Plan for each child;
- 6.1.5 Preparation and delivery of a written progress report on each child's progress

toward or achievement of goals/objectives contained in the ISP on a monthly basis;

6.1.6 Creation, preservation and maintenance of Records as required by the Contract;

6.1.7 Compliance with all applicable state, federal and local laws, rules, regulations, licensing requirements, and Level of Care standards;

6.1.8 Compliance with all terms and conditions of this Contract.

6.2 **Outcome Measures.** The outcome of CONTRATOR'S service delivery shall be measured by the percentage of children under its care that are considered to have made progress toward their goals.

6.2.1 **Goals.** The Individual Treatment Plan for each child shall contain specific behavioral goals that are appropriate to the child and the services to be provided under the applicable level of care. The following nine domains should be used in setting the behavioral goals. A child is not required to have a goal in each domain; however, a child may have one or more different goals within the same domain.

6.2.1.1 **Medical Domain.** The medical domain is related to a child's physical health. It includes, but is not limited to, medication management, medication monitoring, and management of acute and chronic medical conditions.

6.2.1.2 **Safety and Security Domain.** The safety and security domain is characterized by the absence of harm to self and others and safety to self, others, and community. This domain includes, but is not limited to, self-harm, aggression, and destructive acts.

6.2.1.3 **Recreational Domain.** The recreational domain involves the child's ability to choose and participate in age-appropriate play and activities. This domain includes, but is not limited to, hobbies and sports.

6.2.1.4 **Education Domain.** The educational domain is related to a child's performance, progress, and conduct in the most appropriate and least restrictive academic or vocational setting.

6.2.1.5 **Mental/Behavioral Health Domain.** The mental/behavioral health domain refers to the behavioral and emotional functioning of the child, as well as any psychiatric symptomatology that may be present.

6.2.1.6 **Relationship Domain.** The relationship domain is characterized by, but is not limited to, a child's ability to trust, to form positive relationships, to function well as part of a family unit, as well as by the development and maintenance of age-appropriate social relationships.

6.2.1.7 **Socialization Domain.** The socialization domain is characterized by, but is not limited to, age-appropriate social behavior, problem solving, and social skills in various social settings.

6.2.1.8 Permanence Domain. The permanence domain is characterized by a child moving out of a substitute care system and remaining in the least restrictive environment in the community.

6.2.1.9 Parent and Child Participation Domain. The parent and child participation domain involves, but is not limited to, both the parent's and child's general satisfaction with services, their relationship with service providers, their participation in the Individualized Treatment Plan, and improvement in the relationship between the child and parents.

6.2.2 Measurement of Progress Toward Goals.

6.2.2.1 The six-point scale below shall be used to measure the child's progress towards the achievement of each goal contained in the Individual Treatment Plan.

- +3 Goal achieved and maintained,
- +2 Substantial improvement in behavior identified in the goal,
- +1 Some improvement in behavior identified in the goal,
- 0 No decline or improvement in behavior identified in the goal,
- 1 Some worsening in behavior identified in the goal; and
- 2 Substantial worsening in behavior identified in the goal.

6.2.2.2 The child's progress will be assessed on each identified goal within the nine specified domains. If the child has shown improvement in 50% or more of the identified goal(s) as measured by a positive rating (+1, +2, or +3) during the monitoring period, the child will be considered to be progressing toward the goal(s).

6.3 **Sanctions.** If CONTRACTOR fails to achieve the defined goals, outcomes, strategies and outputs set by COUNTY or if CONTRACTOR fails to comply with the terms and conditions of this Contract, COUNTY may, at its discretion, take any one or more of the following actions:

6.3.1 cease placement of children;

6.3.2 remove children previously placed by COUNTY;

6.3.3 require CONTRACTOR to take specific corrective actions in order to comply with terms and conditions of the Contract;

6.3.4 suspend the contract in whole or in part until such time as CONTRACTOR is in compliance with all of the terms and conditions of the Contract;

6.3.5 terminate the contract;

6.3.6 exercise any other rights or remedies which may be available to COUNTY, at law or in equity.

VII. MISCELLANEOUS PROVISIONS

7.1 **Fee Assessment.** Children placed by COUNTY or their families shall not be assessed fees for services by CONTRACTOR unless arrangements are specified by the Juvenile Court. This does not preclude reasonable attempts to seek voluntary contribution from families of COUNTY-placed children for donations of clothing, personal articles, and funds to assist in supporting a child's rehabilitation.

7.1.1 If a child is eligible for fiscal support from another agency or organization, CONTRACTOR shall ensure that COUNTY is not billed for such fiscal support for which the child is otherwise eligible.

7.2 **Independent Contractor.** In the performance of all services under this Contract, CONTRACTOR is at all times acting as an independent contractor engaged in the delivery of residential care services. Neither CONTRACTOR nor CONTRACTOR'S personnel shall be considered employees, agents, partners, joint venturers, ostensible or apparent agents, servants, or borrowed servants of COUNTY.

7.3 **Officials not to benefit.** No officer, member or employee of CONTRACTOR or COUNTY and no member of their governing body, and no other public officials of the governing body of the locality or localities in which the facility is situated or services are being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of services under this contract, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

7.4 **County Purchasing Act.** Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Travis County Commissioners Court hereby orders that this Contract is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

7.5 **Entire Agreement.** This Contract constitutes the complete and entire agreement between COUNTY and CONTRACTOR. This Contract supersedes any and all other written or oral agreements between the parties with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

7.6 **Amendments.** No amendment or modification of this Contract shall be effective unless in writing, approved by the Travis County Commissioners Court, and signed by the COUNTY and CONTRACTOR. No official, agent, representative, or employee of Travis COUNTY may amend or modify this agreement, except as otherwise expressly authorized by Travis County Commissioners Court.

7.7 **Purchasing Agent Authority.** Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise

Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.8 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR twenty (20) days written notice that this Contract is terminated due to the failure to fund it.

7.9 Conflict of Interest. If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Contractor shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

7.7 Assignment. Neither this agreement nor any duties or obligations hereunder shall be assignable by CONTRACTOR without the prior written consent of COUNTY. In the event of an assignment by CONTRACTOR to which COUNTY has consented, the assignee or his legal representatives shall agree in writing with COUNTY to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

7.8 Governing law. The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.9 Legal construction. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability 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 herein.

7.10 Venue. The parties expressly agree and understand that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County, Texas.

7.11 Notice.

7.11.1 Notices to either party shall be in writing, and may be hand delivered, or sent postage paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U.S. Mail, in the case of mailing.

7.11.2 All notices sent to COUNTY pursuant to this agreement shall be sent by mail to each of the following addresses:

Cyd V. Grimes, C.P.M., CPPO (or her successor in office)
Purchasing Agent
P.O. Box 1748
Austin, TX 78767

and:

Chief Estela P. Medina
Travis County Juvenile Probation Department
2515 South Congress
Austin, TX 78704

Written notice to COUNTY sent by hand delivery shall be delivered to each of the following street addresses:

Cyd V. Grimes, C.P.M., CPPO
Purchasing Agent
700 Lavaca Street, Suite 800
Austin, TX 78701

and:

Chief Estela P. Medina
Travis County Juvenile Probation Department
2515 South Congress
Austin, TX 78704

7.11.3 All notices sent by mail to CONTRACTOR shall be sent to:

Dan Daly, Executive Vice President and Director of Youth Care
Father Flanagan's Boys' Home
14100 Crawford Street
Boys Town, NE 68010
Attn: General Counsel

7.12 **Headings.** The headings of the several sections, subsections and paragraphs set forth in this Contract are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

7.13 **Non-waiver.** In no event shall any payment to CONTRACTOR hereunder or any other act or omission by COUNTY constitute or be construed in any way to be a waiver by COUNTY of any breach of covenant or default which may then or subsequently exist on the part of CONTRACTOR. Neither shall such payment or act or omission in any manner impair or prejudice any right, power, or remedy available to COUNTY to enforce its rights hereunder, which rights, powers, privileges or remedies are always specifically reserved. No representative agent of COUNTY may waive the effect of this provision.

7.14 **Forfeiture of Contract.** If CONTRACTOR has done business with a key person as

listed in "Exhibit 1" to the affidavit attached as "Attachment D", during the 365 day period immediately prior to the date of execution of this Contract by CONTRACTOR or does business with any such key person at any time after the date of execution of this Contract by CONTRACTOR and prior to full performance of this Contract, CONTRACTOR shall forfeit all benefits of this Contract and COUNTY shall retain all performance by CONTRACTOR and recover all consideration, or value of all consideration, paid to CONTRACTOR pursuant to this Contract provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.15 Disputes and Appeals. The Purchasing Agent acts as the County representative in the issuance and administration of this Contract. Any document, notice, or correspondence not issued by or to the Purchasing Agent is void unless otherwise stated in this contract. If CONTRACTOR does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized COUNTY person, CONTRACTOR must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to CONTRACTOR's satisfaction, CONTRACTOR may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. CONTRACTOR then has the right to be heard by Commissioners Court.

7.15.1 Dispute Resolution. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

7.16 Accounting, Reporting, Auditing Requirements.

7.16.1 State funds. COUNTY shall notify CONTRACTOR when state funds are used to pay for services.

7 Accounting. CONTRACTOR agrees to utilize generally accepted accounting principles and to account separately and individually for the receipt and expenditure of all funds received from COUNTY under this Contract. If CONTRACTOR is paid from state funds, CONTRACTOR agrees to account separately and individually for the receipt and expenditure of state funds received from COUNTY under this Contract.

7.17.1 Financial Reporting. Upon request, CONTRACTOR shall provide COUNTY copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by COUNTY. COUNTY shall have the right to conduct on-site review of CONTRACTOR's financial records and source documents.

7.17.2 Auditing. CONTRACTOR agrees to provide COUNTY an independent financial audit of all state funds received under this Contract at least once a year. The audit shall

be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of COUNTY or TJPC.

7.17.3 **Monitoring.** COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR. CONTRACTOR agrees to cooperate fully with COUNTY's monitoring activities.

7.17.4 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

The CONTRACTOR certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The CONTRACTOR shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00.

Form is provided as Attachment E

Executed as of the later date set forth below.

CONTRACTOR:

TRAVIS COUNTY:

BY: _____

BY: _____

Printed Name: _____

Samuel T. Biscoe
Travis County Judge

Title: _____
Authorized Representative

Date: _____

Date: _____

Approved as to Form By: _____
Assistant County Attorney

Funds Verified By: _____
County Auditor

Approved by Purchasing: _____
Cyd Grimes, C.P.M., CPPO Purchasing Agent

ATTACHMENT A

Scope of Services

Enhanced Family Home Program

At this service level, the care provided in the Boys Town Enhanced Family Home Program is based on a research-proven and evidenced based model of care. Youth live in a family-style home and receive care from professionally trained staff called Family- Teachers. Four to six boys or girls, usually ages 10 to 14, live in each home. Youth residing in these homes are in need of more intense supervision, structure, monitoring and oversight within a smaller staff ratio "family" home. Using the same evidence-based Family Home Model of Care, the smaller staff ratio allows for an increased number of teaching interactions to address higher needs of these youth. Enhanced Family Homes have additional security features and overnight awake staff, while still providing compassionate, effective care in a family style environment. The children also learn social skills, attend school, participate in extracurricular activities and take part in daily chores and activities. With a focus on reunification, the Family-Teaching staff works with families to achieve permanency, safety, and child well-being.

Youth admitting to the program are first served by using our research proven evidenced based model of care, which is a teaching model. If it is determined that a youth could benefit from therapeutic services they may be referred to the Boys Town's Outpatient Clinic for individual, family or group therapy based on an assessment. For youth on medications they will be referred for medication management.

The Enhanced Family Home Program allows residents to have access to the community to achieve treatment or correctional objectives through applicable educational or employment programs offered through this program. The Enhanced Family Home Program is not primarily used for (a) the confinement or detention of juvenile residents or others, or (b) the restriction of the movements and activities of juvenile residents or subject juvenile residents to control through the use of physical barriers or intensive supervision.

Family Home Program

At this service level, the care provided in the Boys Town Family Home Program is also based on a research-proven and evidenced based model of care. Youth live in a family-style home and receive care from professionally trained married couples called Family-Teachers. Six to eight boys or girls, usually ages 10 to 18, live in each home. The couple and a full-time Assistant Family-Teacher are responsible for providing monitoring and supervision for youth in their daily living and structured activities. This includes meeting the educational, emotional, and behavioral needs of the youth in care. A major focus of this program is teaching youth social, independent-living, and educational skills, and helping them build healthy relationships with others. With a focus on reunification, the Family-Teaching staff works with families to achieve permanency, safety, and child well- being.

Youth admitting to the program are first served by using our research proven evidenced based model of care, which is a teaching model. If it is determined that a youth could benefit from therapeutic services they may be referred to the Boys Town's Outpatient Clinic for individual, family or group therapy based on an assessment. For youth on medications they will be referred for medication management.

The Family Home Program allows residents to have access to the community to achieve treatment or correctional objectives through applicable educational or employment programs offered through this program. The Family Home Program is not primarily used for (a) the confinement or detention of juvenile residents or others, or (b) the restriction of the movements and activities of juvenile residents or subject juvenile residents to control through the use of physical barriers or intensive supervision.

ATTACHMENT B
FEE SCHEDULE

1. Payment Terms and Conditions: CONTRACTOR shall be compensated either \$185.00 per day per youth for Enhanced Family Home Services or \$148.11 per day per youth for Family Home services. CONTRACTOR shall be compensated for the date of the youth's entry into CONTRACTOR'S facility or program, but not for the date of the youth's discharge from CONTRACTOR'S facility or program.

2. Payment Terms and Conditions: CONTRACTOR will be financially responsible for all medical, dental, psychiatric, pharmacy, optometry, and therapeutic care provided to a youth up to a maximum of \$5,000 annually. Any medical, dental, pharmacy or optometry needs that exceed the \$5,000 maximum annually will be the financial responsibility of the department, if: (1) the medical or dental care is not covered by Medicaid or other funding source; and (2) the expenditures are approved by the COUNTY prior to being made. Provided, however, that if the prior approval is not possible or is impractical due to the immediate, urgent, or emergency natures of the need for medical or dental care, CONTRACTOR shall notify COUNTY of such expenditure(s) by the next working day.

3. Transportation: CONTRACTOR shall be financially responsible for all transportation costs, including those at the time of youth's admission and departure from CONTRACTOR'S facility or program, as well as visits for the youth, including relative(s) or other persons.

4. Clothing and Personnel Needs: The Department will ensure that youth has adequate clothing for the duration of the treatment in CONTRACTOR'S facility or programs.

ATTACHMENT C
INSURANCE REQUIREMENTS

Pursuant to Section 3.17 of this Contract, CONTRACTOR shall have, and shall require all subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General and Specific Requirements as set forth below and sufficient to cover the needs of CONTRACTOR and/or any subcontractor(s) pursuant to applicable generally accepted business standards.

I. General Requirements Applicable to All CONTRACTOR's Insurance.

The following requirements (A-J) apply to CONTRACTOR and to subcontractor(s) of every tier performing services or activities pursuant to the terms of this Contract. CONTRACTOR acknowledges and agrees to the following concerning insurance requirements applicable to CONTRACTOR and CONTRACTOR's subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number. Copies of all applicable Certificate(s) shall also be submitted to the CPO within the same time frame.
- E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. County shall be entitled, upon its request and without expense, to receive a certificate of insurance evidencing CONTRACTOR'S compliance with this Attachment C.
- H. County reserves the right to review insurance requirements during any term of the Contract and to require that CONTRACTOR make reasonable adjustments when the scope of services has been expanded.

I. CONTRACTOR shall not allow any insurance to be cancelled or lapse during any term of this Contract. CONTRACTOR shall not permit the minimum limits of coverage to erode or otherwise be reduced. CONTRACTOR shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of CONTRACTOR or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.D, inclusive) apply to CONTRACTOR and to subcontractor(s) of every tier performing services or activities pursuant to the terms of this Contract. CONTRACTOR acknowledges and agrees to the following concerning insurance requirements applicable to CONTRACTOR and CONTRACTOR's subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$250,000 bodily injury each accident
 - \$250,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:
 - \$1,000,000 per occurrence for coverage A and B with a
 - \$2,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
 - d. Endorsed to cover injury to a child while the child is in the care of CONTRACTOR or subcontractor.
3. The Policy shall also include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

C. Business Automobile Liability Insurance

1. Coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence
2. Policy shall also include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

D. Professional Liability Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of CONTRACTOR or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under CONTRACTOR's professional liability insurance shall provide CONTRACTOR with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D
AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Proponent: _____
County of Proponent: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
July 21, 2014

CURRENT

| <u>Position Held</u> | <u>Name of Individual Holding Office/Position</u> | <u>Name of Business Individual is Associated</u> |
|--|---|--|
| County Judge | Samuel T. Biscoe | |
| County Judge (Spouse) | Donalyn Thompson-Biscoe | |
| Executive Assistant | Cheryl Brown | |
| Executive Assistant..... | Melissa Velasquez | |
| Executive Assistant..... | Josie Z. Zavala | |
| Executive Assistant..... | David Salazar | |
| Commissioner, Precinct 1 | Ron Davis | |
| Commissioner, Precinct 1 (Spouse)..... | Annie Davis | Seton Hospital |
| Executive Assistant..... | Deone Wilhite | |
| Executive Assistant..... | Felicitas Chavez | |
| Executive Assistant..... | Sue Spears | |
| Commissioner, Precinct 2 | Bruce Todd | |
| Commissioner, Precinct 2 (Spouse)..... | Elizabeth Christian | Consultant |
| Executive Assistant | Sara Krause* | |
| Executive Assistant | Joe Hon | |
| Executive Assistant | Peter Einhorn | |
| Commissioner, Precinct 3 | Gerald Daugherty* | |
| Commissioner, Precinct 3 (Spouse)..... | CharylN Daugherty | Consultant |
| Executive Assistant..... | Bob Moore* | |
| Executive Assistant..... | Martin Zamzow* | |
| Executive Assistant..... | Madison A. Gessner* | |
| Commissioner, Precinct 4 | Margaret Gomez | |
| Executive Assistant..... | Edith Moreida | |
| Executive Assistant..... | Norma Guerra | |
| County Treasurer | Dolores Ortega-Carter | |
| County Auditor | Nicki Riley | |
| County Executive, Administrative | Vacant | |
| Interim County Executive, Planning & Budget..... | Leroy Nellis* | |
| County Executive, Emergency Services | Danny Hobby | |
| County Executive, Health/Human Services | Sherri E. Fleming | |
| County Executive, TNR | Steven M. Manilla, P.E. | |
| County Executive, Justice & Public Safety..... | Roger Jefferies | |
| Director, Facilities Management..... | Roger El Khoury, M.S., P.E. | |
| Chief Information Officer | Tanya Acevedo | |
| Director, Records Mgmt & Communications..... | Steven Broberg | |
| Travis County Attorney | David Escamilla | |
| First Assistant County Attorney | Steve Capelle | |
| Executive Assistant, County Attorney | James Collins | |
| Director, Land Use Division | Tom Nuckols | |
| Attorney, Land Use Division | Julie Joe | |
| Attorney, Land Use Division | Christopher Gilmore | |
| Director, Transactions Division | John Hille | |
| Attorney, Transactions Division | Daniel Bradford | |
| Attorney, Transactions Division | Elizabeth Winn | |
| Attorney, Transactions Division | Mary Etta Gerhardt | |
| Attorney, Transactions Division | Barbara Wilson | |
| Attorney, Transactions Division | Jennifer Kraber* | |
| Attorney, Transactions Division | Tenley Aldredge | |

Director, Health Services Division Beth Devery
 Attorney, Health Services Division..... Prema Gregerson
 Purchasing Agent Cyd Grimes, C.P.M., CPPO
 Assistant Purchasing Agent Elaine Casas, J.D.*
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB
 Purchasing Agent Assistant IV CW Bruner, CTP, CPPB
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter, CPPB
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV Loren Breland, CPPB
 Purchasing Agent Assistant IV John E. Pena, CTPM, CPPB
 Purchasing Agent Assistant IV Angel Gomez
 Purchasing Agent Assistant IV Jesse Herrera, CPPB, CTPM, CTCM, CTP
 Purchasing Agent Assistant III Shannon Pleasant, CTPM
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Sydney Ceder
 Purchasing Agent Assistant III Ruena Victorino
 Purchasing Agent Assistant III Rachel Fishback
 Purchasing Agent Assistant II..... L. Wade Laursen
 Purchasing Agent Assistant II..... Sam Francis
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Rosalinda Garcia
 Financial Manager Juvenile Probation..... Sylvia Mendoza
 Accountant Lead Juvenile Probation..... Michael Williams
 Director, Juvenile Probation..... Dr. Erin Foley

FORMER EMPLOYEES

| Position Held | Name of Individual Holding Office/Position | Date of Expiration |
|---|---|--------------------|
| Purchasing Business Analyst | Jennifer Francis.. | 11/29/14 |
| Executive Assistant..... | Barbara Smith | 01/15/15 |
| Attorney, Transactions Division | Jim Connolly | 02/28/15 |
| County Executive, Planning & Budget | Leslie Browder... | 03/31/15 |

* - Identifies employees who have been in that position less than a year.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ___YES ___NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Cyd Grimes
Purchasing Agent

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

RE: Father Flanagan's Boys' Home Residential contract.

DATE: August, 4 2014

The Travis County Juvenile Probation Department is requesting a new contract with Father Flanagan's Boys' Home. This residential facility will provide two programs that include the Family Home program and the Enhanced Family Home program; both programs are based on a research supported and evidenced based model of care. Attached is the County contract, the scopes of services (Attachment A) and the fee rate schedule (Attachment B).

Funding for this project is as follows:

Cost Center: 1450270001- Probation Services Resources
GL#: 511800- External Placement

If you need any additional project related information, please contact Michael Williams at 512-854-7011.

XC Marvin Brice, CPPB, Assistant Purchasing Agent, TCPO
David Walch, Purchasing Agent Assistant III, TCPO
Virginia Martinez, Probation Division Director, TCPD
Sylvia Mendoza, Financial Manager, TCJPD, Finance Division

ATTACHMENT A Scope of Services

Enhanced Family Home Program

At this service level, the care provided in the Boys Town Enhanced Family Home Program is based on a research-proven and evidenced based model of care. Youth live in a family-style home and receive care from professionally trained staff called Family-Teachers. Four to six boys or girls, usually ages 10 to 14, live in each home. Youth residing in these homes are in need of more intense supervision, structure, monitoring and oversight within a smaller staff ratio "family" home. Using the same evidence-based Family Home Model of Care, the smaller staff ratio allows for an increased number of teaching interactions to address higher needs of these youth. Enhanced Family Homes have additional security features and overnight awake staff, while still providing compassionate, effective care in a family style environment. The children also learn social skills, attend school, participate in extracurricular activities and take part in daily chores and activities. With a focus on reunification, the Family-Teaching staff works with families to achieve permanency, safety, and child well-being.

Youth admitting to the program are first served by using our research proven evidenced based model of care, which is a teaching model. If it is determined that a youth could benefit from therapeutic services they may be referred to the Boys Town's Outpatient Clinic for individual, family or group therapy based on an assessment. For youth on medications they will be referred for medication management.

The Enhanced Family Home Program allows residents to have access to the community to achieve treatment or correctional objectives through applicable educational or employment programs offered through this program. The Enhanced Family Home Program is not primarily used for (a) the confinement or detention of juvenile residents or others, or (b) the restriction of the movements and activities of juvenile residents or subject juvenile residents to control through the use of physical barriers or intensive supervision.

Family Home Program

At this service level, the care provided in the Boys Town Family Home Program is also based on a research-proven and evidenced based model of care. Youth live in a family-style home and receive care from professionally trained married couples called Family-Teachers. Six to eight boys or girls, usually ages 10 to 18, live in each home. The couple and a full-time Assistant Family-Teacher are responsible for providing monitoring and supervision for youth in their daily living and structured activities. This includes meeting the educational, emotional, and behavioral needs of the youth in care. A major focus of this program is teaching youth social, independent-living, and educational skills, and helping them build healthy relationships with others. With a focus on reunification, the Family-Teaching staff works with families to achieve permanency, safety, and child well-being.

Youth admitting to the program are first served by using our research proven evidenced based model of care, which is a teaching model. If it is determined that a youth could benefit from therapeutic services they may be referred to the Boys Town's Outpatient

Clinic for individual, family or group therapy based on an assessment. For youth on medications they will be referred for medication management.

The Family Home Program allows residents to have access to the community to achieve treatment or correctional objectives through applicable educational or employment programs offered through this program. The Family Home Program is not primarily used for (a) the confinement or detention of juvenile residents or others, or (b) the restriction of the movements and activities of juvenile residents or subject juvenile residents to control through the use of physical barriers or intensive supervision.

ATTACHMENT B
FEE SCHEDULE

1. Payment Terms and Conditions: CONTRACTOR shall be compensated either \$185.00 per day per youth for Enhanced Family Home Services or \$148.11 per day per youth for Family Home services. CONTRACTOR shall be compensated for the date of the youth's entry into CONTRACTOR'S facility or program, but not for the date of the youth's discharge from CONTRACTOR'S facility or program.

2. Payment Terms and Conditions: FFBH will be financially responsible for all medical, dental, psychiatric, pharmacy, optometry, and therapeutic care provided to a youth up to a maximum of \$5,000 annually. Any medical, dental, pharmacy or optometry needs that exceed the \$5,000 maximum annually will be the financial responsibility of the department, if: (1) the medical or dental care is not covered by Medicaid or other funding source; and (2) the expenditures are approved by the COUNTY prior to being made. Provided, however, that if the prior approval is not possible or is impractical due to the immediate, urgent, or emergency natures of the need for medical or dental care, CONTRACTOR shall notify COUNTY of such expenditure(s) by the next working day.

3. Transportation: CONTRACTOR shall be financially responsible for all transportation costs, including those at the time of youth's admission and departure from CONTRACTOR'S facility or program, as well as visits for the youth, including relative(s) or other persons.

4. Clothing and Personnel Needs: The Department will ensure that youth has adequate clothing for the duration of the treatment in CONTRACTOR'S facility or programs.