THE STATE OF TEXAS )
:
COUNTY OF WINKLER )

On this the 11th day of August, 2014, the Commissioners' Court of Winkler County, Texas, met in Regular Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

| | |
|---|---|
| Bonnie Leck | County Judge |
| Billy Stevens | Commissioner, Precinct No. 1 |
| Robbie Wolf | Commissioner, Precinct No. 2 |
| Randy Neal | Commissioner, Precinct No. 3 |
| Billy Ray Thompson | Commissioner, Precinct No. 4 |
| Shethelia Reed | County Clerk and Ex-Officio Clerk of Commissioners' Court |

constituting the entire Court, at which time the following among other proceedings were had:

At 9:00 o'clock A.M. Judge Leck called the meeting to order and asked for matters of business from the audience.

There was no financial information or monthly reports regarding Winkler County Memorial Hospital for the Court to consider at this time.

There were no line item transfer(s), budget amendment(s) or salary schedule change(s) regarding Winkler County Memorial Hospital for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Fuentes de Agua Viva to sponsor benefit softball tournament for Reva Hernandez at Vest Park ball field on Saturday and Sunday, August 16-17, 2014; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve request of Kermit Chamber of Commerce to use Community Center in Kermit for Turkey Bingo on Tuesday, November 18, 2014; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve request of Darla Rivera to use Community Center in Kermit for wedding reception on Friday, Saturday and Sunday, June 19-21, 2015; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve request of Winkler County Memorial Hospital employees to plant tree in memory of Tim Carter at County Park in Kermit with a marker, which needs to be flat to the ground and cemented into the ground; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to receive Annual Report of Minerva Soltero, Winkler County Tax Assessor-Collector; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

**MINERVA SOLTERO**
TAX ASSESSOR-COLLECTOR
WINKLER COUNTY
POST OFFICE DRAWER T
KERMIT, TEXAS 79745
(432) 586-3465

**WINKLER COUNTY**

**ANNUAL REPORT STATISTICS - 2013**

**July 14, 2014**

2013 TOTAL TAX LEVY ..... $ 11,136,922.93

DELINQUENT, AS OF JULY 1, 2014 ..... $ 309,485.09

(97.31% OF 2013 TAX LEVY COLLECTED)

REAL, PERSONAL & MOBILE HOME DELINQUENT ..... $ 104,726.08

MINERAL DELINQUENT ..... $ 204,759.01

AD VALOREM TAX - STATEMENT OF COLLECTIONS

| Month | Year |
|---|---|
| July | 2014 |

| Tax Assessor-Collector | County |
|---|---|
| Minerva Soltero | Winkler |

TYPE OF REPORT [ ] Monthly [XXX] Annual

| | | | COLLECTIONS |
|---|---|---|---|
| C1. | Current Ad Valorem Tax | C1. | |
| C2. | Variance - Current Tax | C2. | + 914.76 |
| C3. | Variance - Delinquent Tax | C3. | + 9.91 |
| C4. | Penalty and Interest From Current Collections from February 1 to June 30 | C4. | 35,952.19 |
| C5. | Delinquent Ad Valorem Tax | C5. | 210,335.82 |
| C6. | Penalty and Interest from Delinquent Collections | C6. | 74,032.25 |
| C7. | 15% Attorney Fees Current Tax ____ Delq. Tax ____ | C7. | 41,867.17 |
| C8. | Total Collections (Add C1 thru C7) | C8. | 363,112.10 |
| C9. | Beer and Wine License | C9. | 1,210.00 |
| C10. | Total Tax Levy From Tax Roll Statement FOR ANNUAL REPORT ONLY | C10. | 11,136,922.93 |
| C11. | TOTAL CREDITS (ADD C8,C9,C10) | C11. | 11,501,245.03 |

| | | | DEBITS |
|---|---|---|---|
| D1. | Commission Paid to Delinquent Tax Attorney [X] Paid from Distribution Report | D1. | 41,866.77 |
| DD. | Rendition Penalty Paid to CAD [X] Paid from Weekly Remittance Reports | DD. | 38.95 |
| D2. | Commission on Beer and Wine License | D2. | 60.50 |
| D3. | Weekly Remittances Covering This Report | D3. | |
| D4. | Final Remittance to Balance This Report CK # ____ 07/ /2014 | D4. | |
| D5. | AMOUNT DUE COUNTY | D5. | 11,512,112.27 |
| D6. | Erroneous Assessments (For Annual Report) | D6. | -362,316.55 |
| D7. | Delinquent Taxes (For Annual Report) | D7. | 309,485.09 |
| D8. | TOTAL DEBITS | D8. | 11,501,245.03 |

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Authorization to maintain Texas County and District Retirement System plan provisions at 11.59% for 2015; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

**Plan Assessment for Plan Year 2015**
**Winkler County – 347**

It's that time of year again — time to look at your TCDRS retirement plan and decide whether or not your benefits are adequate and affordable. This plan assessment will give you an overview of the benefits you provide as well as how much it will cost to provide these benefits in the upcoming plan year.

| | 2015 Plan |
|---|---|
| **Basic Plan Features** | |
| Employee Deposit Rate | 7% |
| Employer Matching | 225% |
| Prior Service Credit | 150% |
| **Vesting Eligibility** | |
| Age 60 (Vesting) | 8 years of service |
| Rule of | 75 years total age plus service |
| At Any Age | 20 years of service |
| **Optional Benefits** | |
| Partial Lump Sum Payment at Retirement | Yes |
| Group Term Life | Actively |
| **Retirement Plan Funding** | |
| Normal Cost Rate | 7.83% |
| UAAL/(OAAL) Rate | 2.72% |
| Required Rate | 10.55% |
| Elected Rate | 11.59% |
| **Total Contribution Rate** | |
| Retirement Plan Rate (greater of required or elected rate) | 11.59% |
| Group Term Life Rate | 0.34% |
| Total Contribution Rate | 11.93% |
| **Actuarial Accrued Liability** | |
| Actuarial Accrued Liability | $22,617,431 |
| Actuarial Value of Assets | $20,641,368 |
| Unfunded/(Overfunded) Actuarial Liability | $1,976,044 |
| Funded Ratio | 91.3% |

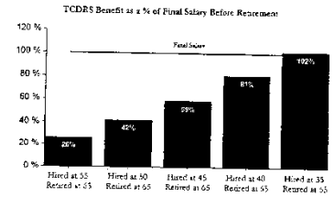
Notes:
Buyback (adopted 1991)

800-651-3848 • TCDRS.ORG/EMPLOYER 1 4/4/2014

**What You Are Providing**

The TCDRS benefit is based on employee deposits, which earn 7% compound interest each year, and employer matching at retirement. The following chart shows the estimated TCDRS benefit as a percentage of final salary prior to retirement for a new hire

**TCDRS Benefit as a % of Final Salary Before Retirement**

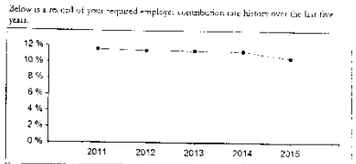



Assumptions:
- Employees are new hires and will work for you until retirement
- Your current plan provisions will remain in effect through employee's retirement
- Current laws governing TCDRS will continue as they are
- Graded salary scales give bigger raises early in careers, with smaller raises later in careers (see Summary Valuation Report at www.tcdrs.org/employer)
- Based on Single Life benefit

800-651-3848 • TCDRS.ORG/EMPLOYER 2 4/4/2014

**Reasons for Rate Change**

Below is a recap of your required employer contribution rate history over the last five years.




| Reasons for Rate Change | 2011–2012 | 2012–2013 | 2013–2014 | 2014–2015 |
|---|---|---|---|---|
| Beginning Rate | 11.19% | 11.43% | 11.41% | 11.36% |
| Plan Changes Adopted | 0.00% | 0.00% | 0.00% | N/A |
| Investment Return | 0.42% | 0.82% | [illegible] | -0.11% |
| Elected Rate/Lump Sum | 0.15% | 0.44% | 0.45% | -0.25% |
| Demographic/Other Changes | 0.26% | 0.10% | -0.14% | -0.36% |
| Assumptions/Methods | 0.00% | 0.00% | 0.00% | 0.15% |
| Ending Rate | 12.43% | 11.41% | 11.36% | 10.83% |
| **Valuation Year** | 2010 | 2011 | 2012 | 2013 |
| **Funded Ratio** | 97.0% | 88.2% | 89.3% | 91.3% |

A complete Summary Valuation Report for the Dec. 31, 2013 valuation will be available mid-May at www.tcdrs.org/employer

**Next Steps**

If you are interested in making plan changes, please contact your Employer Services Representative at 800-651-3848. Your benefit elections are due by Dec. 15, 2014

800-651-3848 • TCDRS.ORG/EMPLOYER 3 4/4/2014

A motion was made by Commissioner Thompson to approve Sheriffs' and Constables'' Fees for 2015 as presented, motion was then rescinded by Commissioner Thompson.

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to table approving Sheriffs' and Constables' Fees for 2015; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Community Services Contract Amendment between Winkler County and Texas Department of Aging and Disability Services for meals program; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

Texas Department of Aging
and Disability Services

Form 3254-A
June 2013

State of Texas
Travis County

**Community Services Contract Amendment**

**Section 1. Contractor Information**

| Legal Name of Entity (Contractor) | Contract No | Contract Type |
|---|---|---|
| Winkler County | 000184400 | CCAD HDM |
| Doing Business As (d/b/a) Name, if applicable | Amendment No. | Region No |
| | 09-31 | 09 |
| Address of Contractor (street, city, state, ZIP) | Waiver Contract Area | Component Code |
| 419 East Campbell, Kermit, Texas 79745 | | |

**Section 2. Introduction**

This amendment to the contract number referenced above (the "contract") is entered into by the Department of Aging and Disability Services (Department) and the legal entity (Contractor) named above (Department and Contractor, collectively, the "parties," each a "party").

The Department represents the Health and Human Services Commission (HHSC), the Texas Medicaid agency, for any Medicaid services provided under this contract. The Department, as the representative for HHSC, administers community services programs under Title XIX, including Section 1915(c); Title XX of the Social Security Act; and Title 2, Texas Human Resources Code.

**Section 3. Amendment Modifications**

The parties agree that each marked provision below is hereby added to the contract as though it was set out word-for-word in the contract.

☐ The following ☐ counties ☐ local authorities are added to the contract

☐ The following ☐ counties ☐ local authorities are deleted from the contract

☐ Attachment A (relating to covered counties) is incorporated into the contract and represents the full listing of counties served as a result of this amendment.

☐ The attached *Form 3691-A, Service Area Designation HCS, TxHmL, CDS and TAS,* is incorporated into the contract and replaces the Contractor's previously submitted *Form 3691-A*

☒ Attachment B (relating to Home Delivered Meals) is incorporated into the contract and represents the new Home Delivered Meals provisions as a result of this amendment

☐ Contractor agrees to screen its employees and contractors to determine whether they have been excluded from participation in Medicare, Medicaid, the State Children's Health Insurance Program and all federal and state health care programs. The Contractor agrees to search monthly the U.S. Department of Health and Human Services Office of the Inspector General (HHS-OIG) and Health and Human Services Commission-Office of the Inspector General (HHSC-OIG) List of Excluded Individuals/Entities (LEIE) websites to capture exclusions and reinstatements that have occurred since the last search and to immediately report to the HHSC-OIG any exclusion information the contractor discovers. Exclusionary searches for prospective employees or contractors shall be performed prior to employment or contracting. The Contractor also acknowledges and agrees that no Medicaid payments can be made for any items or services directed or prescribed by an excluded physician or other authorized person when the individual or entity furnishing the items or services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded

Form 3254-A
Page 2 / 06-2013
Contract No. 000184400
Amendment No. 09-31

**Section 3. Amendment Modifications (continued)**

☐ Contractor agrees that in accordance with 42 CFR §455.23, the Department shall suspend all Medicaid payments to the Contractor upon notification by HHSC-OIG that a credible allegation of fraud under the Medicaid program is pending against the Contractor, unless the Department has good cause not to suspend the payments or to suspend the payments only in part.

☐ Contractor agrees that except as provided in the paragraphs below, the Contractor must not use the Department's name, the state of Texas or refer to the Department or the state directly or indirectly in any media release, public announcement or public disclosure relating to this contract or its subject matter, including, but not limited to, in any promotional or marketing materials, customer lists or business presentations (other than those submitted to the Department, an administrative agency of the state of Texas, or a governmental agency or unit of another state or the federal government).

The Contractor may publish, at its sole expense, results of Contractor performance under this contract with the Department's prior review and approval, which the Department may exercise at its sole discretion. Any publication (written, visual or sound) will acknowledge the support received from the Department and any federal agency, as appropriate. The Contractor will provide the Department at least three copies of such publication prior to public release. The Contractor will provide additional copies at the request of the Department.

The Contractor may include information concerning this contract's terms, subject matter and estimated value in any report to a governmental body to which the Contractor is required by law to report such information.

☐ Contractor agrees that as part of its contract with the Department, Contractor may receive or create sensitive personal information, as section 521.002 of the Business and Commerce Code defines that phrase. Contractor must use appropriate safeguards to protect this sensitive personal information. These safeguards must include maintaining the sensitive personal information in a form that is unusable, unreadable, or indecipherable to unauthorized persons. Contractor may consult the "Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals" issued by the U.S. Department of Health and Human Services to determine ways to meet this standard.

Contractor must notify the Department of any confirmed or suspected unauthorized acquisition, access, use or disclosure of sensitive personal information related to this contract, including any breach of system security, as section 521.053 of the Business and Commerce Code defines that phrase. Contractor must submit a written report to the Department as soon as possible but no later than 10 business days after discovering the unauthorized acquisition, access, use or disclosure. The written report must identify each individual whose sensitive personal information has been or is reasonably believed to have been compromised.

Contractor must either disclose the unauthorized acquisition, access, use or disclosure to each individual whose sensitive personal information has been or is reasonably believed to have been compromised or pay the expenses associated with the Department doing the disclosure if:

1. Contractor experiences a breach of system security involving information owned by the Department for which disclosure or notification is required under section 521.053 of the Business and Commerce Code; or
2. Contractor experiences a breach of unsecured protected health information, as 45 CFR §164.402 defines that phrase, and the Department becomes responsible for doing the notification required by 45 CFR §164.404.

The Department may, at its discretion, waive Contractor's payment of expenses associated with the Department doing the disclosure

☐ Other

Form 3254-A
Page 3 / 06-2013
Contract No. 000184400
Amendment No. 09-31

**Section 4. Effective Date**

This amendment is effective October 1, 2014.

**Section 5. Terms Remain in Effect**

The parties agree that all other provisions of the contract shall remain in effect and govern except to the extent modified in this amendment.

**Section 6. Amendment Execution**

The Department and Contractor have each caused this amendment to be signed by their respective representative.

| Department of Aging and Disability Services | | Winkler County | |
|---|---|---|---|
| Rea Barry (signature) | 8/15/14 | (signature) | 8-19-14 |
| Signature–Department Representative | Date | Signature–Contractor Representative | Date |
| Rea Barry | | Hon. Bonnie Leck | |
| Name of Department Representative (Print or type) | | Name of Contractor Representative (Print or type) | |
| Community Services Regional Director | | Winkler County Judge | |
| Title of Department Representative (Print or type) | | Title of Contractor Representative (Print or type) | |

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Page 4 / 06-2013
Contract No. 000184400
Amendment No. 09-31

**Community Services Contract Amendment**
**Attachment B – Home Delivered Meals**

| Type of Contract | Contract No. | Amendment No. | Region No |
|---|---|---|---|
| CCAD HDM | 000184400 | 09-31 | 09 |
| Legal Name of Contractor | | | |
| Winkler County | | | |
| Contact Person | | | Area Code and Telephone No |
| Robin Hawkins | | | 432/586-3631 |

Each marked provision below is included in this attachment.

☒ Contractor will provide up to five meals per week per individual. Contractor will provide 3,263 units of Title XX Community Care for the Aged and Disabled/Home Delivered Meals for the period October 01, 2014 through September 30, 2015 (budget period). The approved budget for each meal is $4.95, and the approved budget for the budget period is $16,151.85. The approved budget is reflected in the attached *Form 2029, Information Worksheet, Purchase of Services Contract*, which is incorporated into this amendment. The geographical area covered by the contract is Wink and Kermit, Texas.

☐ Contractor will provide Title XIX Community Based Alternatives/Home Delivered Meals for the period through (budget period). The Title XIX meals will be paid at the rate of $ per unit. The geographical area covered by the contract is , Texas.

☐ Contractor will serve or deliver meals in alternate format (frozen, chilled or shelf-stable) on fewer than five days per week. The alternate delivery terms for the period through are described in the attached *Form 2027, Home Delivered Meals FFY Waiver Description*, which is incorporated into this amendment.

BL

Initials- Contractor Representative

Winkler County
Vendor No 000184400
Contract Effective 10-01-1999
Amendment 09-31, Eff 10-01-2014
Form 2029
October 2002

Texas Department of Aging
and Disability Services

**Information Worksheet**
**Purchase of Service Contract**

| Contract/Vendor Number | Region Number | County Number |
|---|---|---|
| 000184400 | 09 | 248 |

**SECTION I — CONTRACTOR DATA**

| | | | | |
|---|---|---|---|---|
| Legal Name: Winkler County | | | | Contract Effective Date: 10-01-1999 |
| Commonly Used Name (if different): | | | | Contract Termination Date: Open |
| Address (Street, City, State, Zip): 419 East Campbell, Kermit, Texas 79745 | | | | Area Code and Telephone Number: (432) 586-6058 |
| Person Authorized to Sign Contract: Bonnie Leck | | Title: Winkler County Judge | | Ownership: ☒ Public ☐ Non-profit ☐ Profit |
| Charter Number: N/A | Employer ID Number: 756001202 | Contact Person: Robin Hawkins | Title: Director | Area Code and Telephone Number: (432) - 586-3531 |

**SECTION II — SUMMARY OF PAYMENT** (Enter estimated information in this section.) 17560010658013

| Effective Payment Dates | Budget Name | Budget Number | Unit Rate | Estimated Number Eligible Units | Estimated Local Funds | Estimated DADS Funds | Estimated Budget Amount |
|---|---|---|---|---|---|---|---|
| 10-01-2014/09-30-2015 | Winkler County | 01 | $4.95 | 3,263 | $0.00 | $16,151.85 | $16,151.85 |
| | | | | Estimated Contract Total | $0.00 | $16,151.85 | $16,151.85 |
| | | | | Percent of Contract | 0% | 100% | 100% |

**SECTION III — SERVICE**

| | |
|---|---|
| Program Activity Name: Community Care for the Aged and Disabled In-Home Care | Code: 951 |
| Service Activity Name: Home Delivered Meals | Code: 06G |

**SECTION IV — CLIENT DATA**

1. Client Categories to be Served (check all that apply)
   ☒ Current TANF ☒ Current SSI ☒ NPA Food Stamp Recipient ☒ MAO Income Eligible
   ☒ Other Income Eligible ☒ Without Regard to Income ☐ Ineligible
2. Total Number of Client to be Served 64-65
   ☒ Per day ☐ Per week ☐ Per month
3. Number of Eligible Clients to be Served 13
   ☒ Per day ☐ Per week ☐ Per month
4. Unit of Service: Meal
5. Units of Service to All Clients: 21,136
6. Number of Units of Service to Eligible Clients: 3,263
7. Geographical Area Served: Cities of Wink and Kermit of Winkler County, Texas
8. Goals (check all that apply)
   ☐ I ☒ II ☒ III ☒ IV ☐ V
9. Basis of Payment
   ☐ Reimbursement ☒ Fixed Unit Rate ☐ Cost Reimbursement ☐ Schedule
10. Estimated Amount of Co-Pay (day care and family planning only) N/A

8/16/2014 3:48 PM Submission #

**Department of Aging and Disability Services**
Uniform Rate Negotiation Workbook/Budget
Federal Contract Period: 10-01-14 / 09-30-15

**Common Provider**

1 Nutrition Providers Legal Business Name: Winkler County
2 Street Address: 419 E. Campbell
3 Mailing Address: 419 E. Campbell
4 City: Kermit
5 Zip Code: 79745
6 Phone Number: 432-586-3631
7 E-mail Address: hawkins_robin@sbcglobal.net
8 Contact Name: Robin Hawkins
9 Nutrition Providers website address: N/A

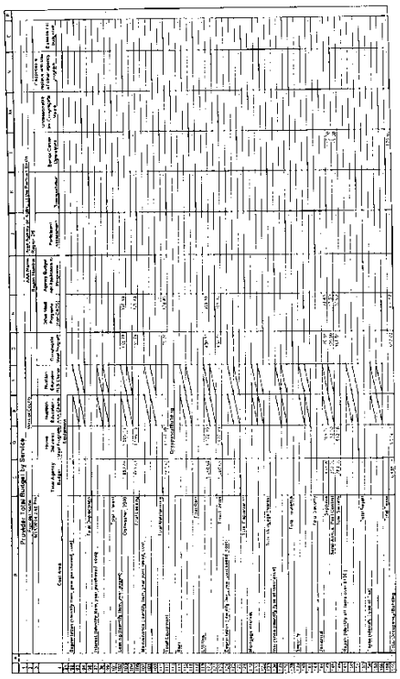
10 Did this Nutrition provider complete a rate setting workbook last year? Yes
11 If Yes what was the provider name listed on the workbook? Winkler County

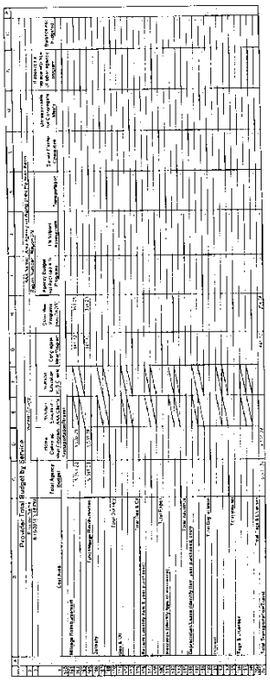
12 Is the Provider a AAA Provider? Yes
13 If Yes, select the AAA Name: Area Agency on Aging of the Permian Basin
14 If Yes, contact name at AAA: Jeannie Reeves or Patti Lindsey
15 If Yes, is it a contract or vendor relationship? Vendor
16 Is the Provider a DADS Community Services Provider? Yes
17 If Yes, Contract Manager name at DADS Community Services: Traci Simpson
18 If Yes select the DADS Region Number: Region 2/9
19 If Yes, enter the DADS contract number: 000184400 & 001012893

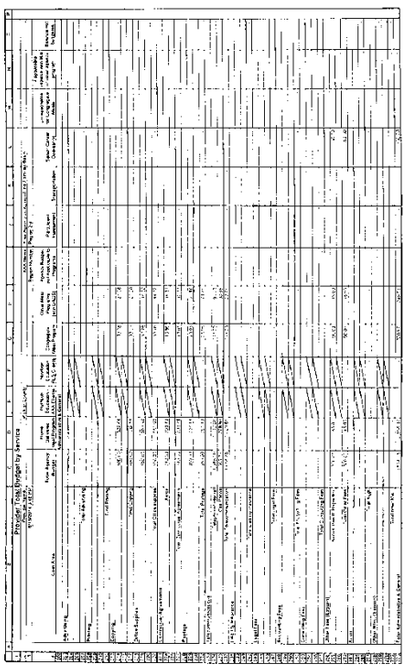
**Service Delivery Information**
**Home Delivered Meals**
20 Does this Nutrition provider serve home delivered meals paid for by DADS or the AAA? Yes
21 Does this Nutrition provider have an approved Home Delivered Nutrition Waiver for 2014? No
22 Is this Nutrition provider requesting a Home Delivered Nutrition Waiver for 2015? No
23 Total number of home delivered meal routes for this provider: 3
24 Total number of meal preparation sites used by this provider: 1

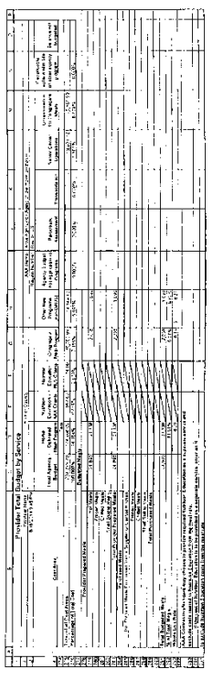
**Congregate Meals**
25 Does this Nutrition provider serve congregate meals paid for by the AAA? Yes
26 Does this Nutrition provider have an approved Congregate Nutrition Waiver for 2014? No
27 Is this Nutrition provider requesting a Congregate Waiver for 2015? No
28 Total number of meal preparation sites used by this provider: 1
29 Total number of meal sites used by this provider: 1

Provider Total Budget by Service









8/16/2014 3:48 PM

Provider Name: Winkler County
AAA Name: Area Agency on Aging of the Permian Basin
Region Number: Region 2/9

## Section 1

This section is used to compare the amounts budgeted/allocated to each program by cost area.
*Example*: What percent of the agencies personnel cost is budgeted/allocated to home delivered meals versus congregate meals and other agency programs? The information should be used as a review tool to gain an understanding of the agencies overall budget and operations.

| Cost Area | Percentage of the Total Cost Area Budgeted to: Home Delivered Meals | Congregate Meals | Other Programs |
|---|---|---|---|
| **Total Personnel** | 64.16% | 6.25% | 29.59% |
| **Total Professional Development** | 34.10% | 42.63% | 23.26% |
| Total Raw Food | 84.91% | 8.27% | 6.82% |
| Total Purchased Meals | 0.00% | 0.00% | 0.00% |
| Total Freight | 0.00% | 0.00% | 0.00% |
| Total Storage Cost | 0.00% | 0.00% | 0.00% |
| Total Consumables | 84.91% | 4.49% | 10.60% |
| Total Other Meal/Food | 0.00% | 0.00% | 0.00% |
| **Total Meals/Food** | 84.91% | 7.84% | 7.25% |
| **Total Equipment** | 84.91% | 8.27% | 6.82% |
| **Total Occupancy/Building** | 81.14% | 9.44% | 9.42% |
| **Total Transportation/Travel** | 84.91% | 8.27% | 6.82% |
| **Total Administrative & General** | 79.51% | 9.37% | 11.11% |
| **Total of all Cost Areas** | 74.38% | 7.16% | 18.46% |

**Example of how to use this information:**

Compare the percentage of total personnel budgeted to the meal programs and other programs. Based on the percentages of total cost does the percentages appear reasonable and equitably distributed between programs? If the percentages are not easily identified as equitable a further review of the salaries may be necessary. There are many reasons for variances in percentage for example the agency may use volunteers for some of the programs this may cause the overall percentages appear out of line.

REMEMBER: There are no right or wrong percentages. The reviewer through analysis of the budget and discussions with the provider must determine if the allocation is acceptable.

The reviewers notes detailing budget review, discussions with the provider, and decisions made should be included in the work file.

8/16/2014 3:48 PM

Provider Name: Winkler County
AAA Name: Area Agency on Aging of the Permian Basin
Region Number: Region 2/9

## Section 2

This section is a summary of information to use to analyze the cost and how they are allocated between Congregate and Home Delivered Meals. The information is presented in three different ways

- Total Cost: Amount budgeted by cost area
- Percentage of total cost: Percentage of the total of cost area for the two meal programs applied to each program
- Cost per unit: How much of the unit cost is used to pay for each cost area. $X.XX of the cost of each meal is for XX cost area.

Below the cost area summary information is additional information showing

- Percentage of the total budgeted meal cost applied to the home delivered and congregate meal programs
- Percentage of the total budgeted meals (home Delivered & congregate) applied to the home delivered and congregate programs.
- Whole Unit rate for each meal program
- Calculated meal rate based on information entered on the home delivered and congregate meal budget worksheets.

| Cost Area | Total Cost: Home Delivered Meals | Total Cost: Congregate Meals | Percentage of Total Cost: Home Delivered Meals | Percentage of Total Cost: Congregate Meals | Cost per unit: Home Delivered Meals | Cost per unit: Congregate Meals |
|---|---|---|---|---|---|---|
| **Total Personnel** | ###### | 7,267.49 | 91.12% | 8.88% | 3.53 | 3.53 |
| **Total Professional Development** | 55.56 | 69.44 | 44.44% | 55.56% | 0.00 | 0.03 |
| Total Raw Food | ###### | 7,367.64 | 91.13% | 8.87% | 3.58 | 3.58 |
| **Purchased Meals** | | | | | | |
| Hot Prepared Meals Purchased from a Supplier or Central Kitchen | - | - | 0.00% | 0.00% | - | - |
| Frozen Meals | - | - | 0.00% | 0.00% | - | - |
| Chilled Meals | - | - | 0.00% | 0.00% | - | - |
| Shelf Stable Meals | - | | 0.00% | 0.00% | - | - |
| [illegible] | | | | | | |
| Total Consumables | ###### | 511.45 | 94.97% | 5.03% | 0.46 | 0.25 |
| Total Other Meal/Food | - | - | 0.00% | 0.00% | - | - |
| **Total Meals/Food** | ###### | 7,879.09 | 91.55% | 8.45% | 4.04 | 3.83 |
| **Total Equipment** | ###### | 155.76 | 91.12% | 6.88% | 0.08 | 0.08 |
| **Total Occupancy/Building** | ###### | 612.62 | 89.58% | 10.42% | 0.25 | 0.30 |
| **Total Transportation/Travel** | ###### | 441.72 | 91.12% | 8.88% | 0.21 | 0.21 |
| **Total Administrative & General** | ###### | 336.87 | 89.46% | 10.54% | 0.14 | 0.16 |
| Subtotal | ###### | 16,762.99 | 91.22% | 8.78% | 8.24 | 8.15 |
| Nutrition Education | 910.42 | 87.19 | | | 0.04 | 0.04 |
| Total | ###### | 16,850.17 | | | **8.29** | **8.19** |

| | Home Delivered Meals | Congregate Meals | Total |
|---|---|---|---|
| Total Budgeted Cost | ####### | 16,762.99 | 191,029.89 |
| Percentage of Total Budgeted Meal Cost | 91.22% | 8.78% | 100.00% |
| Total Budgeted Meals | 21,139 | 2,056 | 23,196 |
| Percentage of Total Budgeted Meals | 91.13% | 8.87% | 100.00% |
| Whole Unit Rate (Full Cost per Meal) | 8.29 | 8.19 | |
| Calculated Rate | 4.95 | 7.44 | |

8/16/2014 3:45 PM

Provider Name: Winkler County
AAA Name: Area Agency on Aging of the Permian Basin
Region Number: Region 2/9

**Example of how to use this information:**

Review each of the cost areas based on the three different ways the information is presented. Determine if the dollar amount is reasonable for each of the cost areas. Is the percentage of the cost allocation between congregate and home delivered comparable to the percentage of total budgeted meals for each program?

Review examples

- Occupancy/Building cost is expected to be higher for congregate than home delivered because the home delivered program should only be charged a share of the cost for the kitchen and delivery preparation area for the time those areas are used to prepare and disburse meals. The congregate program would be charged a share of the cost for the kitchen area for the time those areas are used to prepare meals and include the cost associated with the area used to consume meals.
- How are Personnel costs allocated between the two meal programs? Is the allocation based on the percentage of meals, percentage of total cost, or actual time spent between the two programs?
- Review the cost per unit of raw food. Is the amount the same for both programs? If not, why are they different?
- Review the total cost per unit rates, are the rates for the programs similar? Because the program requirements are different, small variances are expected. If the variances cannot be explained by program differences, you need to explain in your review papers why they are different.

Home Delivered Meal Budget Worksheet

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

| Cost Area | Most Recent Completed Budget Year: Expense per General Ledger (2013) | Approved Budget | Variance Budget minus Expense | Percentage of Variance | Percentage of Unit Cost | Proposed Budget | Percentage Variance Prior Year Actual to Proposed Budget | Percentage of Unit Cost | Explanation of Variances |
|---|---|---|---|---|---|---|---|---|---|
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |

8/18/14 3:46 PM
Provider Name: Winkler County
AAA Name: Area Agency on Aging of the Permian Basin
Region Number: Region 29

## Home Delivered Meals
## BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1 Total Budgeted Expenses for Contract Year — 1. $ 179,158.32

2 Total Number of Anticipated Meals to be Provided by Funding Source

DADS A&I AAA 6,459 — Title XX 3,263 — Title XIX 0

Program Income 596 — Other Funds Eligible Meals 10,621 — Other Funds - Non-Eligible Meals 0 — 2. 21,179

3 Whole Unit Rate (Line 1 divided by Line 2) — 3. $ 8.29

**Reimbursement Calculation**

| | | DADS A&I AAA & Title XX | Title XIX |
|---|---|---|---|
| 4 Projected NSIP per Meal Value | | 0.63 | N/A |
| 5 Rate Less NSIP per Meal Value | | $ 7.65 | N/A |
| 6 Mandatory Local Match of 10% | $ 0.76 | | |
| ** If Applicable, Match Reduction From the In-kind Match Certification form | $ | | |
| Required Cash Match | | $ 0.76 | N/A |
| 7 Proposed Meal Rate (Line 3 minus Line 6) | | $ 7.53 | $ 8.29 |
| 8 Rate Cap Applicable to Title XIX, Title XX and DADS A&I AAA Common Providers | | $ 4.95 | $ 6.12 |
| 9 Excess of Cap Rate Reduction | | $ (2.58) | $ (2.17) |
| Accepted Unit Rate for Current Year | | $ 4.95 | $ 6.12 |

** If any portion of the required match is in-kind, you must complete an In Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Winkler County
Legal Name of Contracted Provider

Bonnie Leck
Printed/Typed Name of Signer

Signature

8-19-14
Date

Area Agency on Aging of the Permian Basin
Name of Area Agency on Aging

Region 29
Department of Aging and Disability Services

Joanne Reeves
Printed/Typed Name of Signer

Signature

08/19/14
Date

Traci Simpson
Printed/Typed Name of Signer

Signature

8/16/14
Date

8/18/14 3:48 PM
Provider Name: Winkler County
AAA Name: Area Agency on Aging of the Permian Basin
Region Number: Region 29

## Home Delivered Meals
## BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Winkler County
Name of Contracted Provider

Bonnie Leck
Printed/Typed Name of Signer

8-19-14
Date

Signature

Signer Authority: (check one)
☐ Sole Proprietor
☐ Partner
☐ Corporate Officer
☐ Association Officer
☐ Board Member
☑ Governmental Official

8/10/14 3:48 PM

AAA Name: Area Agency on Aging of the Permian Basin

Region Number: Region 2/9

## Home Delivered Meals
### IN-KIND MATCH CERTIFICATION

Provider: Winkler County

In-kind Contribution(s): $3

**For any item identified below, you must maintain support documentation.**

| ITEM | DATE OF RECEIPT | VALUE |
|---|---|---|
| | | |
| | | |
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| | | |
| | | |
| | | |
| | TOTAL | $0 |

Note: All contributions must meet the requirements of IRS Publication 561 http://www.irs.gov/pub/irs-pdf/p561.pdf

Examples of Documentation include:

Rent:
1. Letter of Agreement with Owner
2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if senior center, based on property value and center participation.)

Labor:
1. Minimum wage
2. Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at http://www.twc.state.tx.us.

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in kind, then you cannot count it.

Utilities:
1. Copy of Bill
2. Agreement of Amount Paid if Partial

Winkler County
**Name of Contracted Provider**

Printed/Typed Name of Signer

Date

Signature

8/10/14 3:48 PM

**Department of Aging and Disability Services**

Congregate Meals - Request for Waiver

Federal Contract Period: 10-01-14 / 09-30-15

## Provider Must be a AAA Congregate Nutrition Provider

Nutrition Providers Legal Business Name:
Street Address:
Mailing Address:
City:
Zip Code:
Contact Name:

AAA Provider:
AAA Contact Name:

1 Does this Nutrition provider have an approved Congregate Nutrition Waiver for 2014?

**Waiver to Serve Congregate Meals less than five (5) days per week**

2 Number of meal sites included in this waiver:
3 Percentage of total meal sites included in this waiver: 0%
4 The circumstances necessitating this waiver request. (select "Yes" for all that apply)
- Rural area where 5 days a week is not feasible
- Low number of consumers at the site
- Insufficient number of staff or volunteers
- Insufficient funding
- Other

5 If other, a reason for the request must be provided:

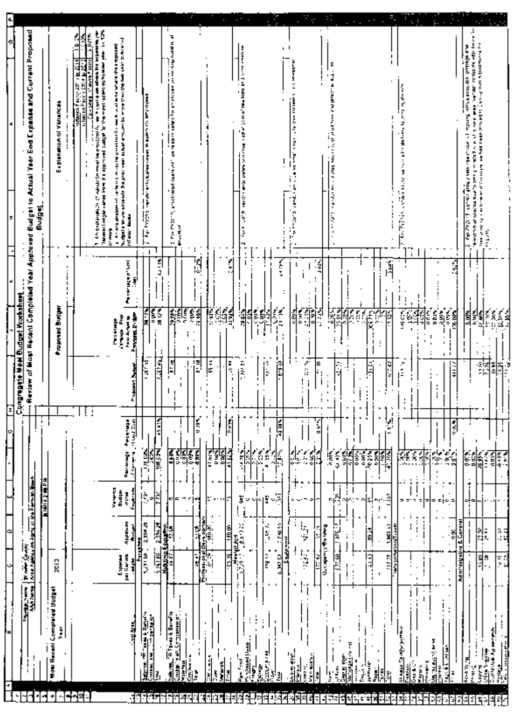
6 If the answer to question one is no, how will the consummers and the general public be notified of the change in the pattern of meal service:
- Local newspaper
- Flyers
- Posting at the meal site
- Other

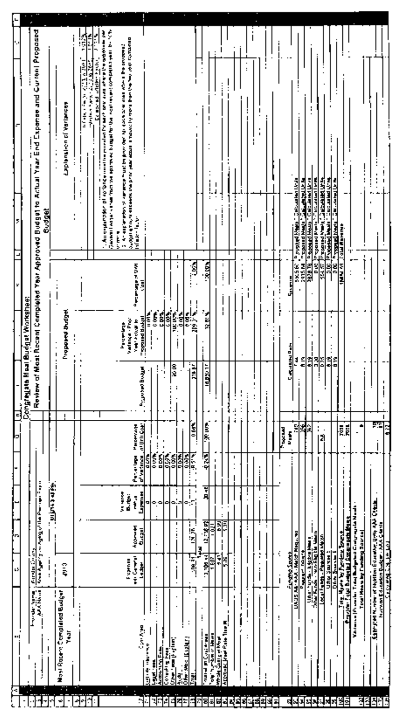
7 If other is selected method used must be provided

**Assurances**

By submitting this waiver request to the Texas Department of Aging and Disability Services (DADS) Access and Intake Divisior requesting this waiver assures adherence to all AAA contract/vendor agreement requirements and applicable Texas Administ Codes

8 Provider Signature Date



8/16/14 3:48 PM
Provider Name: Winkler County
AAA Name: Area Agency on Aging of the Permian Basin

Congregate Meals

**BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE**

1. Total Budgeted Expenses for Contract Year — 1 $ 16,850.17

2. Total Number of Anticipated Meals to be Provided by Funding Source

DADS A&I AAA 740 — Other Funds Eligible Meals 962 — Other Sources 6 0

Program Income 358 — Other Funds - Non-Eligible Meals 0 — Other Sources 6 0 — 2 2,058

3. Whole Unit Rate (Line 1 divided by Line 2) — 3 $ 8.19

**Reimbursement Calculation**

| | | DADS A&I AAA |
|---|---|---|
| 4. Projected NSIP per Meal Value | | 0.69 |
| 5. Rate Less NSIP per Meal Value | | $ 7.50 |
| 6. Mandatory Local Match of 10% | $ 0.75 | |
| ** If Applicable, Match Reduction from the In-kind Match Certification form | $ (0.00) | |
| Required Cash Match | | $ 0.75 |
| 7. Proposed Meal Rate (Line 3 minus Line 6) | | $ 7.44 |

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Winkler County
Legal Name of Contracted Provider

Bonnie Leck
Printed/Typed Name of Signer

[signature]
Signature

8-19-14
Date

Area Agency on Aging of the Permian Basin
Name of Area Agency on Aging

Jeannie Reeves
Printed/Typed Name of Signer

[signature]
Signature

08/19/14
Date

8/16/14 3:48 PM
Provider Name: Winkler County
AAA Name: Area Agency on Aging of the Permian Basin

Congregate Meals

**BUDGET WORKSHEET CERTIFICATION**

**AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:**

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

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Winkler County
Name of Contracted Provider

Bonnie Leck
Printed/Typed Name of Signer

8-19-14
Date

[signature]
Signature

Signer Authority: (check one)

- [ ] Sole Proprietor
- [ ] Partner
- [ ] Corporate Officer
- [ ] Association Officer
- [ ] Board Member
- [x] Governmental Official

8/16/14 3:48 PM
AAA Name: Area Agency on Aging of the Permian Basin

Congregate Meals

IN-KIND MATCH CERTIFICATION

Provider: Winkler County

In-Kind Contribution(s): $1

**For any item identified below, you must maintain support documentation.**

| ITEM | DATE OF RECEIPT | VALUE |
|---|---|---|
| | | |
| | 1 | $1 |
| | | |
| | | |
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| | | |
| | TOTAL | $1 |

Note: All contributions must meet the requirements of IRS Publication 561 http://www.irs.gov/pub/irs-pdf/p561.pdf

Examples of Documentation Include:

Rent:
1. Letter of Agreement with Owner
2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if senior center, based on property value and center participation)

Labor:
1. Minimum wage
2. Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at http://www.tracer2.com

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind then you cannot count it.

Utilities:
1. Copy of Bill
2. Agreement of Amount Paid or Partial

Winkler County
**Name of Contracted Provider**

**Printed/Typed Name of Signer**

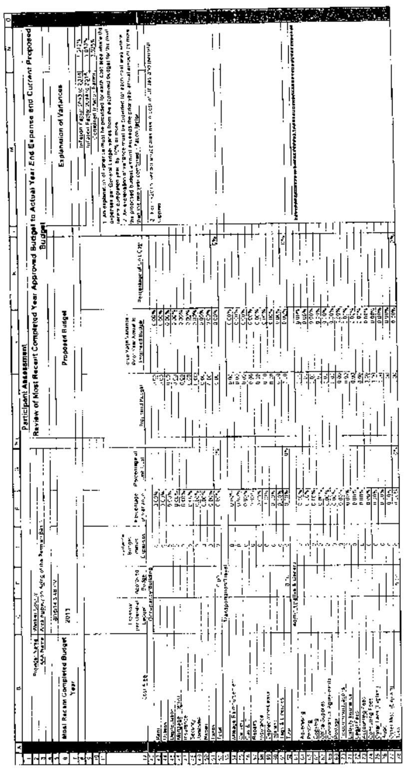
**Date**

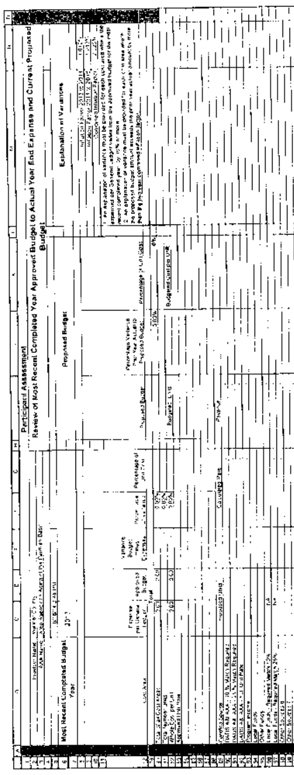
Signature

Participant Assessment

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

[illegible]




8/16/14 3:48 PM
Provider Name: Winkler County
AAA Name: Area Agency on Aging of the Permian Basin

## Participant Assessment
## BUDGET WORKSHEET CALCULATION OF THE UNIT RATE

1 Total Budgeted Expenses for Contract Year — 1 $ ______

2 Total Number of Anticipated Units to be Provided

| | | | | | |
|---|---|---|---|---|---|
| DADS AS AAA - 10% Match Required | 7 | Program Income | 3 | Other Sources 6 | 0 |
| DADS AS AAA - 25% Match Required | 0 | Local Funds | 3 | Other Sources 7 | 0 |
| DADS AS AAA - Full Unit Rate | 0 | Other Funds | 5 | Other Sources 8 | 0 |

2 ______

3 Cost per unit (Line 1 divided by Line 2) - Full Unit Rate — 3 $ ______

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4 Mandatory Local Match of 10% — $ ___
** If Applicable, Match Reduction From the In-Kind Match Certification form — $ ___
Required Match — 4 $ ___
5 Full Unit Rate Less Required Match (Line 3 minus Line 4) — 5 $ ___

4 Mandatory Local Match of 25% — $ ___
** If Applicable, Match Reduction From the In-Kind Match Certification form — $ ___
Required Match — 4 $ ___
5 Full Unit Rate Less Required Match (Line 3 minus Line 4) — 5 $ ___

**If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form

**Contract Reimbursed at Full Cost Per Unit Rate, Match Requirements Will Be Met Through Provision of Additional Units**

$ ______ ______ Contractor Initial ______ AAA Initial

Winkler County
Legal Name of Contracted Provider

Area Agency on Aging of the Permian Basin
Name of Area Agency on Aging

______ Signature — ______ Signature

______ Printed/Typed Name of Signer — ______ Printed/Typed Name of Signer

______ Date — ______ Date

8/16/14 3:48 PM
Provider Name: Winkler County
AAA Name: Area Agency on Aging of the Permian Basin

## Participant Assessment
## BUDGET WORKSHEET CERTIFICATION

**AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:**

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
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Winkler County
Name of Contracted Provider

______ Printed/Typed Name of Signer

______ Date

______ Signature

Signer Authority: (check one)
- ☐ Sole Proprietor
- ☐ Partner
- ☐ Corporate Officer
- ☐ Association Officer
- ☐ Board Member
- ☐ Governmental Official

8/16/14 3:48 PM
AAA Name: Area Agency on Aging of the Permian Basin

## Participant Assessment
IN-KIND MATCH CERTIFICATION

Provider: Winkler County

In-kind Contribution(s): $0

**For any item identified below, you must maintain support documentation.**

| ITEM | DATE OF RECEIPT | VALUE |
|---|---|---|
| | | |
| | | |
| | | |
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| | | |
| | | |
| | | |
| | TOTAL | $0 |

Note: All contributions must meet the requirements of IRS Publication 561 http://www.irs.gov/pub/irs-pdf/p561.pdf

Examples of Documentation Include:

Rent:
1. Letter of Agreement with Owner
2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if senior center, based on property value and center participation)

Labor:
1. Minimum wage
2. Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at http://www.tracer2.com/

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind then you cannot count it.

Utilities:
1. Copy of Bill
2. Agreement of Amount Paid if Partial

Winkler County
**Name of Contracted Provider**

**Printed/Typed Name of Signer**

**Date**

**Signature**

Transportation

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Transportation

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

8/16/14 3:48 PM
Provider Name: Winkler County
AAA Name: Area Agency on Aging of the Permian Basin

Transportation

### BUDGET WORKSHEET CALCULATION OF THE UNIT RATE

1 Total Budgeted Expenses for Contract Year — 1 $ -

2 Total Number of Anticipated Units to be Provided

| | | | | | |
|---|---|---|---|---|---|
| DADS A&I AAA - 10 % Match Required | 0 | Program Income | 0 | Other Sources 6 | 0 |
| DADS A&I AAA - 25 % Match Required | 0 | Local Funds - Eligible Trips | 0 | Other Sources 7 | 0 |
| DADS A&I AAA - Full Unit Rate | 0 | Other Funds Non-Eligible Trips | 0 | Other Sources 8 | 0 |

2 -

3 Cost per unit (Line 1 divided by Line 2) - Full Unit Rate — 3 $ -

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4 Mandatory Local Match of 10% $ -
** If Applicable, Match Reduction From the In-kind Match Certification form $ -
Required Match — 4. $ -
5 Full Unit Rate Less Required Match (Line 3 minus Line 4) — 5 $ -

4 Mandatory Local Match of 25% $ -
** If Applicable, Match Reduction From the In-kind Match Certification form $
Required Match — 4 $ -
5 Full Unit Rate Less Required Match (Line 3 minus Line 4) — 5 $ -

** If any portion of the required match is in-kind, you must complete an In-kind Match Certification form.

**Contract Reimbursed at Full Cost Per Unit Rate. Match Requirements Will Be Met Through Provision of Additional Units**

$ -

Contractor Initial — AAA Initial

Winkler County
Legal Name of Contracted Provider

Area Agency on Aging of the Permian Basin
Name of Area Agency on Aging

Signature — Signature

Printed/Typed Name of Signer — Printed/Typed Name of Signer

Date — Date

8/16/14 3:48 PM
Provider Name: Winkler County
AAA Name: Area Agency on Aging of the Permian Basin

Transportation

BUDGET WORKSHEET CERTIFICATION

**AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:**

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
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Winkler County
Name of Contracted Provider

Printed/Typed Name of Signer

Date

Signature

Signer Authority (check one)
☐ Sole Proprietor
☐ Partner
☐ Corporate Officer
☐ Association Officer
☐ Board Member
☐ Governmental Official

8/16/14 3:48 PM
AAA Name: Area Agency on Aging of the Permian Basin

Transportation

IN-KIND MATCH CERTIFICATION

Provider: **Winkler County**

In-kind Contribution(s): $0

**For any item identified below, you must maintain support documentation.**

| ITEM | DATE OF RECEIPT | VALUE |
|---|---|---|
| | | |
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| | | |
| | | |
| | TOTAL | $0 |

Note: All contributions must meet the requirements of IRS Publication 561
http://www.irs.gov/pub/irs-pdf/p561.pdf

Examples of Documentation Include:

Rent:
1. Letter of Agreement with Owner
2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if senior center, based on property value and center participation)

Labor:
1. Minimum wage
2. Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at http://www.tracer2.com/

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind then you cannot count it.

Utilities:
1. Copy of Bill
2. Agreement of Amount Paid if Partial

Winkler County
**Name of Contracted Provider**

**Printed/Typed Name of Signer**

**Date**

**Signature**

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve Memorandum of Understanding for Information Technology Services between Winkler County and Texas A&M AgriLife Extension for the period of August 01, 2014 through July 31, 2016; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

**Memorandum of Understanding for Information Technology Services**

**Winkler County**

TEXAS A&M AGRILIFE EXTENSION

The purpose of this Memorandum is to clarify responsibilities of the Texas AgriLife Extension (AL-EXT) and Winkler County regarding Information Technology support for the Winkler County AgriLife Extension Service office. This understanding is not a contract and can be modified at any time during the coverage period with agreement from both parties.

The term of this Memorandum of Understanding is two years beginning on **August 01, 2014** and continuing through **July 31, 2016**.

The following Information Technology components are to be managed per this understanding:

**FEES**

Due to the Cooperative agreements between Texas county governments and Texas AgriLife Extension a fee for services by either party is not required.

**FACILITY**

The County will ensure facilities provided to and occupied by the AgriLife Extension Office are equipped with data communications wiring that adheres to Winkler County Information Technology standards.

**TELEPHONES**

The County owns, manages, and maintains all standard telephony and Voice over Internet Protocol Telephony Devices assigned to the Winkler County AgriLife Extension Office.

**ACCESS**

Logical – Network and Internet Access

Winkler County provides the AgriLife Extension Office with full Internet Access. This access includes Electronic mail service to the AL-EXT provided email service. In addition, agents and staff in the AgriLife Extension Office may also have Winkler County email services if needed. AL-EXT understands that Internet Access is in accordance with Winkler County operations standards.

Cost associated with Internet Service

Winkler County provides Internet Service at no additional cost to AL-EXT.

Physical (communications closets or server facility)

Texas Administrative Code (Chapter 202 & 202.28) requires communications closets and equipment be physically secure. In situations where AL-EXT owns or supplies network components Winkler County will ensure AL-EXT has access to a low for trouble shooting and restarting network equipment. Winkler County can require an access log be maintained to monitor AL-EXT access.

**COMPUTER HARDWARE** (includes printers, scanners, projectors)

Initial Purchase and Configuration

The AgriLife Extension Office can obtain computers through three channels. These include AL-EXT, Winkler County, or third party purchase as clarified below.

AL-EXT can provide computer systems through a standardized "Cost Share" program. This voluntary program includes initial setup and delivery of newly purchased systems. Winkler County is granted permission to configure the systems for access to County applications and standards, provided such access does not inhibit productivity.

Winkler County can provide computer systems to the AgriLife Extension Office including initial setup and delivery. In this instance, computers must include configurations and standard software listed as described under "Standard Software Requirements". If a third party provides a computer, or a personal computer is used on the office network, it is expected these computers will meet both AL-EXT and Winkler County security configuration standards.

Specific Configuration Items

Administrative level accounts will be maintained on all computer systems to allow either Winkler County or AL-EXT to troubleshoot problems.

General Hardware Support

AL-Ext will facilitate trouble-shooting computer hardware and peripheral devices and take corrective actions in accordance with operation standards. AL-Ext will contact Winkler County IT when needed to ensure IT operation standards are met. AL-EXT will install software applications for remote support. AgriLife County Office staff will contact their AL-EXT Regional IT Specialist or the First Call Help desk operator for support.

Expected Minimum Workstation management

1. Microsoft Windows patches maintained as current.
2. Adobe Acrobat patches maintained as current.
3. Firefox, Flash and Java maintained as current.
4. Anti-Virus / Anti-Malware application installed, active and maintained as current.

Registration of computer workstations

Where AgriLife Information Technology is the primary support provider all computer systems in the office will be registered for support. This registration includes collecting basic inventory information and installing software applications necessary for remote support on all computers in the office.

Warranty and Maintenance Costs:

1. Computer systems provided by AL-EXT are provided with an extended parts and service warranty (normally 3 years) through state vendor purchasing contracts. These computer systems will be maintained by AgriLife IT for warranties, parts, and cost and third-party maintenance if used per normal operation standards.
2. Computer systems provided by Winkler County will be maintained by Winkler County for warranties, parts, and cost and third-party maintenance if used per normal Winkler County operation standards.

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3. Computers purchased by a third party or personal computers are neither AL-EXT or Winkler County responsibility with regard to warranty, parts, costs or maintenance.

Ownership

1. Computer systems provided by AL-EXT are the property of AL-EXT. These systems will remain in the Winkler County AgriLife Extension Office for its useful life or until determined obsolete. At that time the County has three options,

   A) Return equipment to the property office of AL-EXT for appropriate disposal.

   B) Arrange with AL-EXT for transfer of equipment to Winkler County.

   C) Equipment may be donated to local charitable organizations in coordination with the AL-EXT property office.

2. Computers provided by Winkler County are property of Winkler County and ownership will be maintained according to Winkler County operational standards.
3. Computers provided by a third party or a personal computer unless formally transferred to AL-EXT or Winkler County, will remain with that party's ownership.

**COMPUTER SOFTWARE**

AL-EXT will facilitate trouble-shooting of computer software. Issues outside of AL-EXT scope of expertise will be referred to Winkler County IT. AgriLife County Office staff will contact their AL-EXT Regional IT Specialist or the First Call Help desk operator for support.

**ANTI-VIRUS AND SECURITY INCIDENCE REPORTING**

Texas Administrative Code (Chapter 202 & 202.28) requires state agencies to report significant security incidences through the State Department of Information Resources (DIR).

AL-EXT provides centrally managed and monitored Anti-Virus and Anti-Malware protection. All monitoring and incidence logging is centrally managed and state required reporting is maintained by the AgriLife Information Security Officer. Winkler County has no responsibility.

**ACKNOWLEDGEMENT:**

| For Winkler County | For AL-EXT | For AgriLife IT |
|---|---|---|
| County Coordinator<br>Or County Judge<br>Or IT Director | James G. Segers<br>AgriLife Extension Service<br>IT Coordinator | Alan Sunk<br>IT Director<br>AgriLife Information Technology |

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A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve Application for Road Bore Agreement between Winkler County and Memorial Resource Development Corporation for County Road 202; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

**County Road Number 202**

**Precinct Number 2**

**PIPELINE CONSTRUCTION**
**AND**
**INDEMNITY CONTRACT**

**State of Texas**
**County of Winkler**

Comes now Winkler County Commissioners' Court, by and through **The Honorable Bonnie Leck**, County Judge, and **Memorial Production Operating LLC, by Memorial Production Partners LP, its sole member and by Memorial Production Partners GP LLC, its general partner**, Applicant, which makes this a contract governing the installation of a **16" cased bore salt water disposal** pipeline, and in support of same, the parties make the following agreements and covenants:

1. The parties to this Agreement are **Winkler County, Texas** and **Memorial Production Operating LLC, by Memorial Production Partners LP, its sole member and by Memorial Production Partners GP LLC, its general partner.** Winkler County agrees to grant **Memorial Production Operating LLC, by Memorial Production Partners LP, its sole member and by Memorial Production Partners GP LLC, its general partner** at their expense, the right to construct 16" cased bore salt water disposal pipeline at County Road 202
   31°49'18.68"N
   103°09'58.15"W

2. **CONDITIONS**

   When Applicant installs a Facility in the crossing area, the following terms and conditions shall apply:
   a. Applicant shall comply with all requirements of the Texas Underground Facility Damage and Safety Act, Section 251, et seq. Texas Utilities Code, and assumes all risks and liabilities pursuant to that Section.
   **b. Applicant shall employ the method of directional boring, also known as horizontal directional drilling or HDD, rather than trenching or cutting.**
   c. Applicant shall bury said pipeline to a depth consistent with the Odessa District of the Texas Department of Transportation requirements from easement to easement.
   d. Applicant shall install and maintain suitable buried markers indicating the location of Applicant's Facility in the crossing area.
   e. Applicant shall carry out all work in the crossing area in a proper and diligent manner and in accordance with good engineering and construction practices.
   f. Applicant shall notify Winkler County 48 hours prior to the commencement of any ground disturbance within 30 feet of Winkler County's easement to enable a field representative to locate and identify the limits of Winkler County's road easements.
   g. During its operations pursuant to the Agreement, Applicant shall have available at the crossing area a copy of this Agreement approved by Winkler County Commissioners' Court.
   h. Applicant shall ensure that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Winkler County and in accordance with the Location Plan and Profile.
   i. The Applicant shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement.
   j. When necessary to protect the public, the Applicant shall fence or barricade the area around the excavation and shall erect such warning signs as required.
   k. Applicant shall ensure that the weight of any equipment crossing over Winkler County roads will not cause any damage to said roads. Applicant shall, if requested by Winkler County field representative, ramp the crossing area during any such crossing of equipment.

l. Applicant shall physically support Winkler County bridges, culvert crossings and road easements as required, or as directed by Winkler County, while any work is being carried out hereunder.
m. Applicant shall cover any Winkler County road or easement damage with such quantity and quality of backfill material as is specified by Winkler County field representative prior to the Applicant commencing backfilling operations.
n. Applicant shall, as soon as it is reasonably practical after the completion of Applicant's work in the crossing area, restore the surface of the crossing of the area as closely as is practical to the condition in which it existed immediately prior to the work being commenced.
o. In the case of damage to Applicant's Facility in the crossing area or other emergency, Applicant shall commence the necessary work and shall forthwith give to Winkler County's field representative verbal notice of such damage or other emergency and of the necessary work to be conducted, and shall forthwith give written notice to Winkler County.
p. The whole of the cost of the work with respect to Applicant's facility in the crossing area shall be borne by Applicant.
q. Applicant shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Applicant's facility in the crossing area, or by reason of this Agreement or of anything done by Applicant pursuant to this Agreement. Applicant shall indemnify Winkler County from and against all such taxes, rates and assessments.
r. The costs associated with the location and identification of **Memorial Production Operating LLC, by Memorial Production Partners LP, its sole member and by Memorial Production Partners GP LLC, its general partner,**'s pipelines or the supervision or monitoring of work in the crossing area shall not be charged to the Applicant for short term work. However, if Applicant's work extends past three (3) working days, these extended costs, including the first three (3) days, will be charged to the Applicant.
s. Applicant shall, except in cases of emergency, provide three (3) working days' notice to Winkler County prior to commencement of construction or installation of the facility.

## 3. REMEDY ON DEFAULT

In the case of default by Applicant in carrying out any of the provisions of this Agreement, Winkler County may give notice thereof to Applicant. If Applicant fails to commence to remedy such default with fifteen (15) days after receipt of such notice and diligently complete such remedy thereafter, Winkler County may take such steps as are appropriate to remedy such default and Applicant shall be liable for and shall pay all reasonable costs and expenses incurred by Winkler County in remedying the default.

Without restricting or limiting any other remedy which Winkler County may have against Applicant at law or in equity or pursuant to the terms of this Agreement, in the event the Applicant fails to comply with the terms of this Agreement, the Applicant shall pay to Winkler County forthwith upon demand the sum of **One Thousand and no/100 Dollars per foot ($1,000.00/ft.) of county road measured from right-of-way to right-of-way** as liquidated damages for breach of the aforesaid covenant, it being agreed between Applicant and Winkler County that the actual damages to Winkler County in the event of such breach are impractical to ascertain and that the aforesaid amount is a reasonable estimate thereof.

## 4. FURTHER WORK

a. If, subsequent to the initial work to be undertaken by Applicant for its facility, either Winkler County or Applicant desires to undertake any work in the crossing area, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply mutatis mutandis to all subsequent work undertaken by either party.

b. Notwithstanding the foregoing, installation of any facility other than those covered by this Agreement, shall require a separate crossing agreement.
c. Notwithstanding the foregoing, if emergency work is required by either party, that party shall commence the necessary work and shall forthwith give the other party's field representative verbal notice of the emergency and necessary work, and shall forthwith give written notice hereof.

5. **LIABILITY AND INDEMNITY**

Applicant shall

a. be liable to Winkler County for all loss, damages and expenses which Winkler County may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's use of the crossing area or by reason of this Agreement, and in addition,
b. indemnify Winkler County against all actions, proceedings, claims, demands and costs which may be brought against or suffered by Winkler County or which it may sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Applicant, its servants, agents, contractors or employees in respect of Applicant's construction, use and maintenance of the crossing area or by reason of this Agreement.

6. **ASSIGNMENT**

Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the other party first had and obtained and such consent shall not be unreasonably withheld. Together with any request for such consent, the Assignor shall provide the other party with the Assignee's written confirmation that the Assignee is familiar with the terms of this Agreement and agrees to be bound by the terms of this Agreement.

7. Winkler County does not presume to permit the placement of said line on private land or State highway, and its permission granted hereunder only extends to that portion of said line which travels within the easement of the County Road in Exhibit A.

8. **Memorial Production Operating LLC, by Memorial Production Partners LP, its sole member and by Memorial Production Partners GP LLC, its general partner** hereby certifies that they hold superior title to either the mineral or fee simple estate in the properties across which said pipeline shall travel, or are beneficiaries of contract with the property owners entitling the Applicant to construct and place said line. Upon request, the Applicant will provide proof of such contractual agreement or other legal right to place the pipeline upon ground adjacent to the County right of way.

9. **Memorial Production Operating LLC, by Memorial Production Partners LP, its sole member and by Memorial Production Partners GP LLC, its general partner** hereby agrees to indemnify and save harmless Winkler County, from any liability or damages the County may suffer as the result of the construction, use, maintenance, placement or failure of the pipeline which is the claims, demands, costs or judgments against the County arising out of subject of this Agreement. The indemnity herein provided shall extend from the date of this Agreement until such date as the line is removed and the site is inspected and approved by the County after said removal.

10. If the County, in the enforcement of any part of this Agreement, shall incur necessary expenses, or become obligated to pay attorneys' fees or court costs, **Memorial Production Operating LLC, by Memorial Production Partners LP, its sole member and by Memorial Production Partners GP LLC, its general partner** agrees to reimburse the County for such expenses, attorneys' fees, or costs within sixty (60) days after receiving written notice from the County of the incurring of such expenses, attorneys' fees, costs or obligations.

County Road Number 202

Precinct Number 2

11. Should **Memorial Production Operating LLC, by Memorial Production Partners LP, its sole member and by Memorial Production Partners GP LLC, its general partner** fail to pay the County within the sixty (60) day period referred to in the foregoing paragraph, **Memorial Production Operating LLC, by Memorial Production Partners LP, its sole member and by Memorial Production Partners GP LLC, its general partner** agrees to pay interest at the rate of eighteen (18) percent per annum or the maximum legal rate permitted by law on the necessary expenses or costs incurred by the County in the enforcement of this contract or on any sums. **Memorial Production Operating LLC, by Memorial Production Partners LP, its sole member and by Memorial Production Partners GP LLC, its general partner** is obliged to pay with respect to the matter to which indemnity is given by this contract, from the date such expenses or costs are incurred, or such sums are paid by the County.

12. The parties agree that the venue for any cause of action filed to enforce or involve the subject matter of this contract shall be in Winkler County, Texas.

**Entry into this contract by the County was authorized by official act of the Winkler County Commissioners' Court taken during a meeting which occurred on the 11th day of August, 2014, the minutes of which duly reflect the same.**

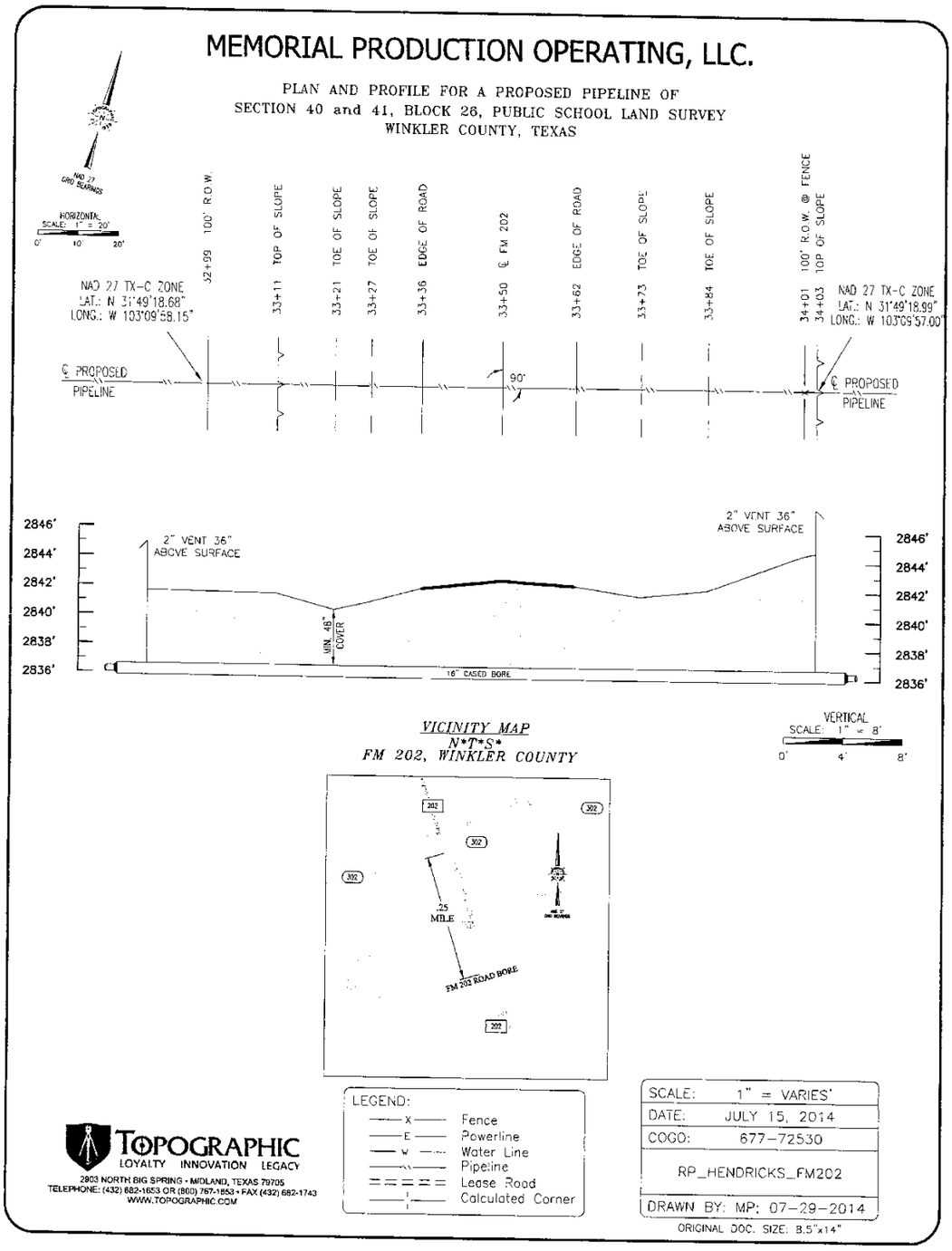
**SIGNED AND ENTERED INTO** on this the 11th day of August, 2014.

**WINKLER COUNTY**

**By**_____
**Bonnie Leck**
**Winkler County Judge**

**MEMORIAL PRODUCTION OPERATING LLC**
**BY: MEMORIAL PRODUCTION PARTNERS LP, ITS SOLE MEMBER**
**BY: MEMORIAL PRODUCTION PARTNERS GP LLC, ITS GENERAL PARTNER**

**By**_____
**Printed Name** Gregory M. Robbins
**Title** Vice President, Corporate Development
**Address** 1301 McKinney Street, Suite 2100
Houston, Texas 77010
**Telephone** (713) 588-8341
**Cellular Telephone**_____
**Fax**_____




A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Contract and Agreement for Detention of Child Offenders Space Available Basis between the County of Midland and Winkler County for the period of September 01, 2014 through August 31, 2015; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

***CONTRACT AND AGREEMENT FOR DETENTION OF CHILD OFFENDERS***
***SPACE AVAILABLE BASIS***

This Contract and Agreement made and entered into by and between the County of Midland, acting by and through its duly authorized representatives, the Midland County Juvenile Board, and ***WINKLER COUNTY,*** acting by and through their duly authorized representatives, to be effective ***September 1, 2014, through August 31, 2015.***

***WITNESSETH:***

Midland County operates the Barbara Culver Juvenile Justice Detention Center. The center has been duly inspected and certified as being suitable for the detention of children. ***WINKLER COUNTY***, in order to carry out and conduct their juvenile programs in accordance with the Texas Family Code, has a need to use detention facilities to house and maintain children of juvenile age referred for an act of delinquency or an act indicating a need for supervision, during the pre-trial and pre-disposition.

Midland County desires to make its Center available to ***WINKLER COUNTY*** for such use and purpose, and ***WINKLER COUNTY*** desires to contract for the use of said Center, therefore, the parties agree as follows:

(1) The term of this Contract shall terminate on ***August 31, 2015.*** After a mutual good faith effort has been made to the success and performance of the contract, if either party hereto feels in its judgment that the contract cannot be successfully continued, and desires to terminate the contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date the Notice To Terminate is received by the other party. Notice to Midland County shall be mailed to Midland County Juvenile Probation Department, 3800 North Lamesa Road, Midland, Texas, 79705. At 12:00 midnight, thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effect. After receipt of notice of termination ***WINKLER COUNTY*** shall remove all children placed in the Center on or before the termination date.

(2) Midland County agrees to provide a space, if space is available, at the time that ***WINKLER COUNTY*** requests the space.

(3) ***WINKLER COUNTY*** agrees to pay Midland County the ***daily rate of $110.00 per day*** for each and every day each child is in detention. The daily rate of $110.00 shall be paid to Midland County upon billing and in accordance with payment procedures agreed upon by ***WINKLER COUNTY*** and the Auditor of Midland County, Texas.

I

(4) Midland County will provide room and board, twenty-four (24) hours per day/seven (7) days per week supervision, routine medical examination and treatment within the Center (but shall not provide pay for emergency examinations, treatment, or hospitalization outside the Center); recreation facilities, and counseling to each child placed within the Center.

(5) Midland County will not admit any child that is in need of physical or mental health care. This decision will be made by Midland County's Intake Officer or Detention Officer. If there is a question about the child's physical or mental health condition, it is the responsibility of ***WINKLER COUNTY*** to provide a medical release stating the child is physically and/or mentally acceptable for detention.

(6) If the child is on prescribed medication at the time of admission, the medication needs to accompany the child at time of admission. If it is learned after admission that the child should be on medication, it is the responsibility of ***WINKLER COUNTY*** to provide the prescribed medication when requested by Midland County and deliver the medication to the detention center. Midland County will notify ***WINKLER COUNTY*** when the child's medication is almost depleted; at which time the referring county will provide a refill or ***WINKLER COUNTY*** may be asked to retrieve the child.

(7) If emergency examination, treatment or hospitalization outside the Center is required for a child placed in the Center by ***WINKLER COUNTY,*** then ***WINKLER COUNTY*** guarantees that such costs will be paid in full. The Administrator of the Center shall notify within 24 hours the Department that placed the child of the emergency and/or treatment.

(8) Each child placed in the Center by ***WINKLER COUNTY*** shall be placed therein under proper order of the Juvenile Court, and the Administrator will be furnished a copy of said order.

(9) Each child placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator.

(10) If a child is accepted by the Center from ***WINKLER COUNTY*** and such child thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or possessing and of such conditions of characteristics, or whose mental or physical condition would or might endanger the other occupants of the Center, then in the Administrator's sole judgment upon such determination and notification by the Administrator to the applicable Judge or Probation Officer, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the Detention Center.

(11) Midland County agrees that the Center will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex or national origin.

(12) It is further understood and agreed by the parties hereto that children placed in the care of the Center shall not be discharged there from without:

(a) Receipt by the Center of and Order signed by a Judge having child jurisdiction in ***WINKLER COUNTY*** duly certified by the Clerk of said county, or

(b) By the authorization of the Juvenile Probation Department who originally detained the child, or

II

(c) As provided in paragraph (10) above

(13) It is further understood and agreed by the parties hereto that nothing in the Contract shall be construed to permit ***WINKLER COUNTY***, their agents, servants, or employees in any way to manage, control, direct or instruct Midland County, its servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Center. However, it is also understood that the Child Court of each individual county shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code Section 51.12.

(14) It is further understood and agreed by the parties hereto that the County placing a child in the Center is responsible for any damages caused by that child to property or persons.

(15) Midland County will account separately for any and all state funds paid to Midland County by ***WINKLER COUNTY***. Midland County will provide access to ***WINKLER COUNTY*** to the records necessary to monitor performance under this contract. Midland County will retain all applicable records for a minimum of three (3) years or until any pending audits have been completed or questions regarding the financial records have been resolved.

***OFFICIALS NOT TO BENEFIT***

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public official of Midland County who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, 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 the Contract or the proceeds thereof.

No member of or Delegate of the Congress of the United States of America, no Resident Commissioners, or employees of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive there from.

******************************************

This Contract and Agreement is this date executed and made by and between the parties hereto, it being the declared intention of the parties hereto that the above and foregoing Contract, is a Contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by ***WINKLER COUNTY*** for such children placed in the Center by the Judge of ***WINKLER COUNTY*** having child jurisdiction. This Contract is in lieu of all previous Contracts between Midland County and ***WINKLER COUNTY*** for these purposes. Said previous Contracts terminate, become null and void, and are of no further force or effect on the date this Contract becomes effective.

III

***Executed this 19 day of June, 2014, to be effective September 1, 2014. Each copy hereof shall be considered an Original copy for all purposes.***

*MIDLAND COUNTY*

| | |
|---|---|
| *K. KYLE PEELER, CHAIRMAN* | *FOREST HANNA, CHIEF JPO* |
| *MIDLAND COUNTY JUVENILE BOARD CHAIR* | *MIDLAND COUNTY, TEXAS* |

*WINKLER COUNTY*

| | |
|---|---|
| *OFFICIAL AUTHORIZED TO SIGN* | *OFFICIAL AUTHORIZED TO SIGN* |
| Bonnie Leck | Eric DeAnda |
| *PRINTED NAME* | *PRINTED NAME* |
| Winkler County Judge | Chief Juvenile Probation Officer |
| *TITLE* | *TITLE* |

IV

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve Contract and Agreement Placement of Juvenile Offenders Space Available between the County of Garza and Winkler County for the period of September 01, 2014 through August 31, 2015; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

**CONTRACT AND AGREEMENT**
**PLACEMENT OF JUVENILE OFFENDERS**
**SPACE AVAILABLE**

This Contract and Agreement made and entered into by and between the County of Garza acting by and through its authorized representatives, the Garza County Juvenile Board, the Garza County Public Facility Corporation ("Garza County") and Rankler County ("Contracting County") acting by and through their duly authorized representatives, to be effective September 1, 2014 through August 31, 2015.

**WITNESSETH**

Whereas, Garza County operates the Garza County Regional Juvenile Center ("Center") under a Contract with Cornerstone Programs Corporation and such Center has been duly inspected and certified as being suitable for the detention of children; and,

Whereas, Contracting County, in order to carry out and conduct their juvenile programs in accordance with the Texas Family Code has need for the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pretrial and pre-dispositional status and/or in the post dispositional treatment prescribed by the Court; and,

**Now, therefore, the parties agree as follows:**

(1) The term of this Contract shall terminate on midnight August 31, 2015. After a mutual good faith has been made toward the success and performance of the Contract, if either party hereto in its judgment determines that the Contract cannot be successfully continued, and desires to terminate the Contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the Contract thirty (30) days thereafter, this Contract shall terminate, become null and void and be of no further force or effect. After receipt of Notice of Termination, Contracting County shall remove all children placed in the facility on or before the terminating date.

(2) Contracting county agrees to pay Garza County the daily rate of **$120.96** for each and every day each **male** child is in detention for pre-adjudication and the daily rate of **$123.94** for post adjudication treatment. Contracting county agrees to pay Garza County the daily rate of **$139.86** for each and every day each **female** child is in detention for pre-adjudication and the daily rate of **$139.86** for post adjudication treatment. For specialized programs, the contracting county agrees to pay **$137.68** for post adjudication sex offender treatment. For intensive programs, the contracting county agrees to pay **$163.00** for post adjudication treatment. These fees shall be paid to Garza County upon billing and in accordance with payment procedures agreed upon by Contracting County and the Garza County Regional Juvenile Center

(3) Garza County will provide: room and board, twenty-four (24) hours per day, seven (7) days per week, supervision, routine medical examination and treatment within the facility, an approved educational program, recreation facilities and counseling to each child placed within the facility.

(4) The Contracting County shall provide for all costs incurred for the purchase of prescription medications, medical care (emergency or otherwise), psychological evaluations, or hospitalization. The administrator of the facility is authorized to secure such prescriptions, examination, evaluation, treatment or hospitalization in emergency situations at the expense of the Contracting County. If emergency examination, treatment or hospitalization outside the Center is required for a child placed in the Center by Contracting County, the Contracting County guarantees that such costs will be paid in full. The administrator shall notify the Contracting County of such medical situations within 24 hours of its occurrence, if possible

(5) Each child placed in the Center by Contracting County shall be placed therein under proper order of the Juvenile Court with the approval of the Administrator and staff of the Center

(6) Each child placed therein shall be required to follow the rules and regulations of conduct fixed and determined by the Administrator and staff.

(7) If a child is accepted by the Center from Contracting County and such child thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous or unmanageable or either of such conditions or characteristics, or whose mental or physical condition would or might endanger the other occupants of the Center, then in the Administrator's sole judgment upon written notification to the Juvenile Judge or Probation Officer, said Juvenile Judge or Probation Officer shall forthwith remove or cause to be removed such child from the Center

(8) Garza County agrees that the Center will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex or national origin.

(9) It is further understood and agreed by the parties hereto that children placed in the care of the Center shall not be discharged therefrom without:

A. Receipt of the Center of an Order signed by the Judge(s) having juvenile jurisdiction of Contracting County duly certified by the Clerk of said Court; or
B. By the authorization of the Juvenile Probation Department who originally detained the child: or
C. As provided in paragraph (7) above

(10) It is further understood and agreed by the parties hereto that nothing in the Contract shall be construed to permit Contracting County, their agents, servants or employees in any way to manage, control, direct or instruct Garza County, its servants or employees in any manner respecting any of their work duties or functions pertaining to the maintenance and operation of the Center. However, it is also understood that the Juvenile court of each individual County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code Section 51.12.

(11) In accordance with the requirements of the Texas Juvenile Justice Department concerning Service Provider Contracts, the following provisions and sub-provisions apply:

A. Garza County through Cornerstone Programs Corporation, in accordance with the provisions of the State Financial Assistance Contracts (SFAC):
a. shall identify goals and outputs and document measurable outcome which relate to the program objectives.
Goals include a holistic approach, treating every aspect of the juvenile's life, including physical, mental, emotional spiritual and family. The program encourages permanent positive change in a secured structured environment.
Output measures
1. an individual case plan will be placed in each juvenile's case management file that clearly defines goals and outputs for each resident,
2. residents will receive accredited school curriculum,
3. 1 hour of behavior group daily,
4. 1 hour of life skills group daily,
5. 1 hour of physical recreation daily,
6. individual counseling as determined by specific program requirements.

Outcome measures
Significantly reduce recidivism rates of juvenile offenders while presenting them with the skills needed to maintain their abstinence from delinquency.

b. Does certify that Cornerstone Programs Corporation is not ineligible to receive state funds as required by Texas Family Code Section 231.006 and acknowledges that this contract may be terminated and payment will be withheld if this certification is inaccurate;
c. Shall adhere to all applicable state and federal laws and regulations pertinent to Cornerstone Programs Corporation's provision of services;
d. Understands that payment for services may be paid in part or in full by funds provided through TJJD and shall separately account for the receipt of any state funds received under this contract;
e. Shall maintain all applicable records for a minimum of three (3) years or until any pending audits and all questions arising therefore have been resolved

B. In accordance with SFAC, Garza County through Cornerstone Programs Corporation shall provide, at the request of the Contracting County, any specific accounting, reporting or auditing requirements to ensure performance of and compliance with the contractual provisions of this contract, generally accepted accounting principles and practices are used

C. In accordance with SFAC, this contract may be terminated by Contracting County for non-compliance if:
a. The Center fails to achieve the goals and outcomes of the individual case plan, unless such failure is due to the conduct or performance of the juvenile; or
b. The Center fails to comply with the conditions of the Contract.

D. Cornerstone Programs Corporation understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Cornerstone Programs Corporation further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.

(12) Garza County will provide suitable transportation for juvenile residents upon admission to and discharge from Garza County. All other resident transportation needs may be provided on a case by case basis subject to additional charges

OFFICIALS NOT TO BENEFIT

No officer, member or employee of the Criminal Justice Division and no member of its governing body and no other public officials of Garza County who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, 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 the Contract or the proceeds therefrom.

This Contract and Agreement this date is made by and between the parties hereto; it being the declared intention of the parties hereto that the above and foregoing Contract, is a contract providing for the care of children who may have allegedly committed an act of delinquency or an act indicating a need for supervision and payment of such care by Contracting County for such children placed in the Center by the judge of Contracting County juvenile jurisdiction.

Executed this the 11th day of August 2014

Lee Newman, Garza County Judge

Joe Newman, President
Cornerstone Programs Corporation

Authorized Signature Bonnie Leck, County Judge — Winkler County, Contracting County

Authorized Signature — Contracting County

Authorized Signature — Contracting County

Authorized Signature — Contracting County

Authorized Signature — Contracting County

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Contract and Agreement for Detention of Juvenile Offenders between the County of Tom Green and Winkler County for the period of September 01, 2014 through August 31, 2015; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

STATE OF TEXAS

COUNTY OF TOM GREEN

**CONTRACT AND AGREEMENT FOR DETENTION OF JUVENILE OFFENDERS**

This Contract and Agreement made and entered into by and between the County of Tom Green, acting by and through its duly authorized representatives, the Commissioners' Court of Tom Green County, Texas, Steve Floyd, County Judge, and the County of **Winkler** County acting by and through its duly authorized representatives, **Bonnie Leck**, County Judge and representative of the Commissioner's Court of **Winkler** County (herein referred to as CONTRACT County), to be effective September 1, 2014 to August 31, 2015.

**WITNESSETH:**

I.

Whereas, Tom Green County operates the Tom Green County Juvenile Justice Center according to all State of Texas standards and required Federal Government laws and standards including but not limited to what the State of Texas requires for the Federal Prison Rape Elimination Act standards; and

Whereas, CONTRACT County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Justice Code has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post dispositional treatment prescribed by the Court, and

Whereas, Tom Green County desires to make the facilities available to CONTRACT County for such use and purpose, and CONTRACT County desires to contract for the use of said facility.

Now, therefore, the parties agree as follows:

(1) The term of this contract shall be for a period of one year from the effective date. If either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal



delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice to Terminate is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void, and be of no further force or effect.

After receipt of notice of termination, CONTRACT County shall remove all children placed in the facilities on or before the termination date.

(2) Tom Green County will provide room and board, seven (7) days a week, 24 hours supervision, an approved education program, recreation facilities, and behavior counseling to each child placed within the facility. Tom Green County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Tom Green County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the child outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of CONTRACT County.

(3) CONTRACT County agrees to pay Tom Green County the sum of **$95.00** per day for each space utilized. This sum shall be paid to Tom Green County upon billing and paying procedures agreed upon by the contracting counties and the auditor of Tom Green County, Texas. The per day cost being the contracted amount but may not be the actual cost of care for children in the facility.

(4) If emergency examination, treatment, and/or hospitalization outside the facilities is required for a child placed in the facilities by CONTRACT County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of CONTRACT County and to request that CONTRACT County be billed for the same. CONTRACT County agrees to indemnify and hold harmless Tom Green County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify CONTRACT County of such an emergency within twenty-four hours of its occurrence.

(5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Tom Green County takes precedence over those



of contract counties and placement of children from CONTRACT County may be denied if space limitations require.

(6) Children from CONTRACT County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of CONTRACT County, or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Juvenile Court of CONTRACT County, in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention facility prior to the child's re-admission.

(7) Each child placed thereon shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(8) If a child is accepted by the facilities from CONTRACT County and such child thereafter is found to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or unmanageable or either of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgement upon such determination and notification by the Administrator to the CONTRACT County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff shall immediately and forthwith remove or cause to be removed such child from the detention facility.

(9) Tom Green County agrees that the facilities will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

(10) It is understood and agreed by the parties hereto that children placed in the facilities under the proper orders of the Juvenile Court of CONTRACT County shall be maintained therein except that the staff of the facility may take the children under supervision from the facility for medical treatment or other Community services required.

(11) It is further understood and agreed by the parties hereto that children placed in the facilities may be granted furloughs with parents, guardian, custodian, or other responsible adults only after prior approval of the



Judge of Juvenile Court in CONTRACT County or his designated representative.

(12) It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facilities shall be removed there from by CONTRACT County, its agents, servants, or employees at the conclusion of the ten (10) day period authorized by the Court Order issued by the Judge of the Juvenile Court of CONTRACT County unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of ten (10) days hearing has been executed and a signed copy of the waiver delivered to the facility. A copy of the Order issued pursuant to waiver shall be furnished promptly to the facilities.

(13) It is further understood and agreed by the parties hereto that a child in pre-adjudication care who is not removed by CONTRACT County, its agents, servants, or employees as noted above (12) by 12:00 o'clock noon of the tenth (10) working days of detention and a new Order authorizing continued detention has not been received at the detention facility, an employee of Tom Green County will deliver the child to the Juvenile Court of CONTRACT County for which there will be an additional charge of .565 cents per miles, for a total mileage to and from CONTRACT COUNTY.

(14) It is further understood and agreed by the parties hereto that children placed in pre adjudication care in the facility shall not be removed prior to the conclusion of the Court Order except to the Probation Officer or as provided in paragraph seven (7) above, without delivery of an Order for Release signed by the Judge of the Juvenile Court of CONTRACT County.

(15) It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit CONTRACT County, its agents, servants, or employees in any way to manage, control, direct, or instruct Tom Green County, its servants or employees in any manner respecting any of their work, duties, or functions pertaining to the maintenance and operation of the facilities. However, it is also understood that the Juvenile Court of CONTRACT County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Juvenile Justice Code §51.12.

II. DEFAULT

(1) CONTRACT County may, by written notice of default to Tom Green County, terminate in whole or any part of this contract in any of the following circumstances:

(a) If Tom Green County fails to perform the work called for by this contract within the time specified herein or

(b) If Tom Green County fails to perform any of the provisions of this contract, or fails to prosecute the work as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extensions as authorized by CONTRACT County in writing) after receiving notice of default.

(2) Except with respect to defaults of subcontractors, Tom Green County shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of Tom Green County. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, Tom Green County shall not be liable for any excess costs for failure to perform.

III OFFICIALS NOT TO BENEFIT

No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Tom Green County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, 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.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioners, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arise therefrom.

No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.

Tom Green County agrees to insert this Clause III into all subcontracts entered into the performance of the

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work assigned by this contract.

IV-EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, Tom Green County agrees as follows:

(a) Tom Green County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Tom Green County will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Tom Green County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

(b) Tom Green County will in all solicitations or advertisement for employees placed by or on behalf of Tom Green County, state that all qualified applicants for positions in the detention center will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

This contract is in lieu of all previous contracts between Tom Green County and CONTRACT County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract becomes effective. Executed in duplicate this 11th day of August 2014, to be effective September 1, 2014, each copy hereof shall be considered an original copy for all purposes.

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COMMISSIONERS' COURT OF
Winkler County

Bonnie Lock, County Judge and
Presiding Officer of Said Court.

Approved as To Form

COMMISSIONERS' COURT OF
TOM GREEN COUNTY, TEXAS

Mark S. Williams, Chief
Juvenile Probation Officer

Steve Floyd, County Judge
and Presiding Officer of Said Court
Tom Green County, Texas

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A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve Contract and Agreement for Secure Long-Term and Short-Term Residential Service of Juvenile Offenders between Hays County Juvenile Board and Winkler County for the period of September 01, 2014 through August 31, 2015; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson

Noes: None

STATE OF TEXAS §
§
COUNTY OF HAYS §

**CONTRACT AND AGREEMENT FOR SECURE LONG-TERM AND SHORT-TERM RESIDENTIAL SERVICE OF JUVENILE OFFENDERS**

This Contract and Agreement is made and entered into by and between **HAYS COUNTY JUVENILE BOARD**, hereinafter referred to as the Service Provider, and the County of **WINKLER**, hereinafter referred to as the placing County, acting by and through its duly authorized representative, as indicated by their signatures below, to be effective from and after the *1st day of September 2014, through the 31st day of August, 2015* pursuant to its provisions.

**WITNESSETH:**

Whereas, Hays County Juvenile Center has been duly inspected and certified as being suitable for the treatment and detention of children; and,

Whereas, the placing County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Court Act (Texas Family Code) has need of the use of detention facilities to house and maintain children of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during pre-trial and pre-dispositional status or in the post dispositional treatment prescribed by the Court, and

Whereas, Service Provider desires to make the facility available to the placing County for such use and purposes and the Service Provider desires to contract for the use of said facility.

NOW, THEREFORE, the parties agree as follows:

**I. TERMINATION**

The term of this contract shall be for a period of twelve (12) months from the effective date; however if either party hereto feels in its judgment that the contract cannot be successfully continued, and desires to terminate the contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of Notice of Termination is received by the other party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, this contract shall terminate, become null and void and be of no further force of effort. Such termination shall not affect or diminish the placing County's responsibility for payment of any amounts due and owing at the time of termination of the contract. After receipt of notice of termination, the placing County shall remove all children placed in the facility on or before the termination date.



**II. COMPENSATION, BILLING, AND PAYMENT**

The placing County agrees to pay Service Provider the sum of **$100.00** per day for each space utilized in Detention services. The placing County agrees to pay Service Provider the sum of **$105.00** per day for each space utilized in the Boot Camp (B/C)/General Offender programs. The placing County agrees to pay Service Provider the sum of **$140.00** per day for each space utilized in the Juvenile Intensive Treatment Program (JITP), Mental Health Program (MH) and the Sex Offender Residential Treatment program (SORT). The daily cost being based on the projected actual cost of care for children in the facility. **Payment shall be made monthly in accordance with Texas Government Code, Chapter 2251, Payment for Goods and Services. The Service Provider may at its discretion, or upon recommendation of the Hays County Auditor's Office, impose interest on payments that become overdue in accordance with §2251.025, Texas Government Code.**

In addition to the rate agreed upon between the two parties, the placing County shall either make arrangements to pay, or reimburse the Service Provider for expenditures made, for medical care and dental care for children placed if: (1) the medical care or dental care is not covered by Medicaid or the funding source, and (2) the expenditures are approved by the placing County in writing prior to the expenditures being incurred.

If emergency examination, treatment and/or hospitalization outside the facility is required for a child placed in the facility, the Administrator of the facility is authorized to secure such examination, treatment or hospitalization at the expense of the County. The County agrees to indemnify and hold harmless Service Provider, their representatives, agents and employees from any and all liability for charges for reasonable and necessary medical treatment, examination, and/or hospitalization. The Administrator, or designee, shall notify the appropriate County and parent/guardian of such an emergency within twenty-four (24) hours of its occurrence.

**III. PLACEMENT OBJECTIVE**

Service Provider agrees to provide a space, if available, at the time that the placing County requests the space. Service Provider will provide a copy of the visitation/phone contact schedule with this contract and the placing County shall provide a copy to a resident's parent/guardian/legal custodian.

Service Provider will provide room and board, twenty-four hour per day, seven day a week supervision; routine medical examination and treatment within the facility (emergency examination, treatment, or hospitalization outside the facility with prior written approval of the placing County, if feasible); TEA approved educational programming; recreation facilities; and counseling to each child placed within the facility. The objective of the placement with the Service Provider is to protect the well-being of the child, and in long-term to enhance the child's functional abilities in a residential care setting and achieve the goals of the child's Individual Treatment Plan and Child/Family Case Plan



**IV. ADMISSION AND DISCHARGE**

Prior to transporting a child to the facility for short term placement, the official authorizing the placement shall call the facility to insure that space is available. Placement of children from any County may be denied if space limitations require. Children referred for long-term placement shall complete the referral process for acceptance prior to placement.

Each child placed in the facility shall be placed therein under proper order of the Juvenile Court, and the Administrator shall be furnished a copy of said order and will arrive with appropriate pre- and post-adjudication paperwork as stipulated by Texas Juvenile Justice Department standards.

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

If a child is accepted by the facility from any County and such child thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or whose mental or physical condition would or might endanger the other occupants of the facility, then the Administrator shall notify the placing County of such conditions. Such child shall be immediately removed from the facility. It will be the responsibility of the placing County to provide for the transportation for the removal of the child.

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

Service Provider agrees that the facility will accept any child qualified hereunder, without regard to such child's religion, race, creed, color, sex, or national origin.

It is further understood and agreed by the parties hereto that children placed in the facility may be granted furloughs with parents, guardians, custodians, or other responsible adults only with prior written approval of the placing County or appropriate Juvenile Court.

It is further understood and agreed by the parties hereto that children placed in the care of the facility shall not be discharged there from without:

(a) Receipt of the Order signed by the Judges having juvenile jurisdiction of the placing County, duly certified by the clerk of said Court, or
(b) Prior written authorization of the Juvenile Probation Department who originally detained the child.

It is further understood and agreed by the parties hereto that children placed in pre-adjudication care in the facility shall be removed therefrom by the appropriate authorities from the placing County, or its agents, servants or employees at the expiration of the period authorized by the



Court Order issued by the Judge of the appropriate Juvenile Court unless a new Order has been issued authorizing the continued detention, and a copy of such Order has been delivered to the detention facility, or unless a waiver of a detention hearing has been executed and a signed copy of the waiver delivered to the facility.

It is further understood and agreed by the parties hereto that nothing in this contract shall be construed to permit the placing County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its servants or employees in any manner respecting of their work, duties or function pertaining to the maintenance and operation of the facility. However, it is also understood that the Juvenile Court of the placing County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code Section 51.12.

**V. SERVICES TO BE PROVIDED**

The Service Provider shall provide the following services to each child placed by the placing County to the extent that such services are permitted within the Service Provider's standards and consistent with the child's Individual Treatment Plan

- Basic residential child care services, including food and snacks, room, clothing, personal hygiene items, haircuts, local transportation & school supplies
- Educational and vocational activities
- Recreational activities
- Special treatment services, including behavior management, diagnostic services, psychological counseling, and psychiatric consultation.
- Medically necessary health services.
- Other services described in this Contract

The Service Provider 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.

Residential care shall be provided by professional staff that posses the required qualifications for performing designated job functions. The Service Provider 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 the placing County children

**VI. INDIVIDUAL TREATMENT PLAN**

Each child placed in long-term shall have a written Individualized Treatment Plan (ITP)

developed in concert with the child and mutually agreed upon by the Service Provider staff, any psychologist and/or psychiatrist working with the child, as applicable, and/or appropriate placing county person(s) within thirty (30) days of placement. The ITP shall complement the Child/Family Case Plan supplied by the placing County.

The ITP shall be reviewed jointly by all parties at intervals specified by Texas Juvenile Justice Department standards, to assess the child's progress with modifications of the ITP being made when indicated. Either the Service Provider or the placing County may request a review at any time.

The ITP may contain, but not be limited to the following, the reasons why the placement will benefit the child; specify behavioral goals and objectives being sought for the child; state how the goals and objectives are to be achieved during the child's placement with the Service Provider; and state how the parent(s), guardian(s), and where possible, grandparents(s) or other extended family members will be involved in the ITP 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.

The Service Provider shall provide the placing County with a written report of the child's progress toward or achievement of goal's/objectives contained in the ITP on a monthly basis.

These reports are to include, but not be limited to, the following information:

(a) Behavior in program.
(b) Progress in treatment.
(c) Progress in school.
(d) Peer and staff relationships.
(e) Family relationships.
(f) Aftercare goals.

## VII. PERFORMANCE MEASURES

**Goals**

The Individual Treatment Plan for each child shall contain specific behavior goals and services that are appropriate to the child and that enable the child to develop to his/her fullest potential. This development will be through provision of a safe, drug-free environment in which counseling services are utilized as tools for educational, emotional and behavioral catharsis.

**Outputs**

The Service Provider shall provide the placing County, within ten (10) working days, information which outlines the services provided to clients. These output measures may include, but are not limited to:



- Average length of stay of children in each program.
- Average daily population of children in each program.
- Average number of counseling hours provided each child daily, weekly or monthly.
- Average number of educational hours provided each child daily, weekly or monthly.
- Specific types of milieu implemented by the Service Provider.

**Measurable Outcomes**

The Service Provider agrees to furnish the placing County the annual indicators which express the effectiveness of the Service Provider in providing public benefit. Evaluation of the contract by the placing County may be performed by using the following outcome measures:

- 80% of youth successfully completing the program.
- 80% of youth report improved family communication/functioning while in placement.
- 80% of youth will demonstrate progress in a majority of goals outlined in the ITP and encompassing the nine domains of the Child/Family Case Plan.
- 85% of youth will earn at least ½ educational credits in core subject(s).

**Sanctions**

If the Service Provider fails to achieve the defined goals, outputs, and outcomes, set out by the placing County or if the Service Provider fails to comply with the terms of this contract, the placing County may, at its discretion, take any one or more of the following sanctions:

- Cease placement of children at the facility.
- Remove children previously placed by the County.
- Require the Service Provider to take specific corrective actions in order to comply with the terms and conditions of the contract.
- Suspend the contract in part or in whole until such time as the Service Provider is in compliance with all of the terms of the contract.
- Terminate the contract.
- Exercise any other rights or remedies which may be available to the County, at law or in equity.

## VIII. RECORDS AND RECORDS RETENTION

Service Provider will keep a record of all services provided to the placing County under this agreement and provide all information, records, papers, reports, and other documents regarding any aspect of the services furnished as may be requested by the placing County. Service Provider will



make these records and all other materials which relate in any way to the services provided, available for inspection, audit, and examination by the County, the Comptroller General of the United State, the U.S. Department of Justice, the Texas Juvenile Justice Department, and the State of Texas and/or their duly authorized representatives.

Service Provider will maintain the records (as referenced above) for three (3) years after the final payment, or until any audit of the program, has been made and all questions arising therefrom have been resolved, whichever is later.

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

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

Service Provider shall adhere to all applicable state and federal laws and regulations pertinent to the Service Provider's provision of services to the placing County.

## IX. EXAMINATION AND ACCESS TO FACILITY

The placing County reserves the right to perform periodic on-site monitoring of the Service Provider's compliance with the terms of this Contract, and the adequacy and timeliness of the Service Provider's performance under this Contract.

The Service Provider 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 the placing County's right of access to the child's case records or other information relating to children served under this Contract.

## X. INDEMNITY, HOLD HARMLESS, AND CLAIMS

The Service Provider shall indemnify, save and hold harmless the placing 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 of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts of omissions of the Service Provider, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

In the event that any claim, suit, or other action is made or brought by any person, firm, corporation, or other entity against the Service Provider or County, the Service Provider shall give written notice to the placing 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 of the threat thereof.

## XI. INSURANCE

The Service Provider shall have, and shall require all subcontractors providing services under this Contract to have insurance throughout the term of this agreement covering, among other matters that the placing County shall desire, any and all damages and/or claims that might arise out of the placement of county children. Such insurance shall include, but not be limited to, breach of confidentiality.

## XII. COMPLIANCE WITH LAWS, REGULATIONS AND STANDARDS

The Service Provider 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.

The Service Provider shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapping condition. The Service Provider will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age or handicapping condition.

The Service Provider shall comply with minimum standards as put forth by the Texas Juvenile Justice Department at all times.

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

## XIII. ACKNOWLEDGEMENTS AND ASSURANCES

The Service Provider acknowledges and agrees that the placing County is under no obligation to place any child or children with the Service Provider and this Contract shall not be so construed.

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

The parties acknowledge and agree that the Service Provider is under no obligation to

accept a child who is deemed by Service Provider to be inappropriate for placement with the Service Provider.

Under Section 231.006 of the Texas Family Code, the Service Provider certifies that they are eligible to receive state funds and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The Service Provider agrees to account separately for the receipt and expenditures of state funds received from the placing County. The Service Provider shall adopt specified accounting, reporting, and auditing requirements applicable to any state funds paid to the Service Provider under this contract.

**XIV. LAW AND VENUE**

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Hays County.

**XV. MISCELLANEOUS PROVISIONS**

**Fee Assessment**

Clients or their families shall not be assessed fees for services by the Service Provider unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of the placing Counties clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.

**Officials Not To Benefit**

No officer, member or employee of Hays County and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

**XVI. PRISON RAPE ELIMINATION ACT OF 2003**

**The Service Provider has a zero tolerance towards all forms of sexual abuse and sexual harassment in accordance with the provisions of the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions.** The Service Provider shall adopt policies and comply with the Prison Rape Elimination Act of 2003 (28 CFR §115) standards and shall permit the placing County to monitor its facility and records as necessary to ensure that the Service Provider is complying with said standards. Under the provisions of the Prison Rape Elimination Act of 2003, the Service Provider shall make available to the placing County all incident-based aggregate data reports for every allegation of sexual

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abuse or sexual harassment and all such data that may be requested by the Department of Justice from the previous calendar year no later than June 30 (§115.387 (f)) and the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence.

**THIS CONTRACT AND AGREEMENT** is made by and between the parties hereof; it being the declared intention of the parties hereto that the above and foregoing contract is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision and payment for such care by the placing County for such children placed in the facility by the Judge of the placing County having juvenile jurisdiction.

This Contract is in lieu of all previous contracts or agreements by and between Service Provider and the placing County for these purposes. Said previous contract to terminate, become null and void, and be of no further force or effect of the date this contract become effective.

Executed this the 11th day of August, 2014, each copy hereof shall be considered an original copy for all purposes.

Linda Rodriguez
Chairman, Hays County Juvenile Board
Hays County Justice Center, Room 177
San Marcos, Texas 78666

Brett Littlejohn
Administrator, Hays County Juvenile Center
2250 Clovis Barker Rd.
San Marcos, Texas 78666

Official Authorized to Sign

Bonnie Leck
Printed Name

Title: Winkler County Judge

Winkler COUNTY

Eric R. De Anda
Official Authorized to Sign

Eric DeAnda
Printed Name

Title: Chief Juvenile Probation Officer

Winkler COUNTY

-10-

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Standard Residential Placement Contract between Winkler County and Pathways 3H Youth Ranch for the period of September 01, 2014 through August 31, 2015; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

## STANDARD RESIDENTIAL PLACEMENT CONTRACT

Winkler County and
The Winkler County ____ Juvenile Probation Department, hereinafter referred to as the **Department**, and Pathways 3H Youth Ranch, hereinafter referred to as the **Contractor**, do hereby make and enter into this contract, which constitutes the entire agreement between the Department and the Contractor

I

This contract is entered into under the Texas Family Code for the mutual considerations described in this contract

II

The Department uses state funds to pay for placement costs and treatment services fully or in part and, therefore, the Contractor shall provide certification of eligibility to receive state funds as required by Texas Family Code Section 231.006 and Section 4.11.

1. All Subcontractors shall adhere to all applicable state and federal laws and regulations pertinent to the subcontractor's provision of services to the Department.
2. Contractor shall ensure separate accountability for the receipt and expenditure of any and all state funds received from the Department, unless waived in accordance with and as defined in the Service Provider Reporting Form for cost of cost accounting.
3. Contractor shall retain all applicable records for a minimum of three (3) years or until any pending audits and all questions arising there from have been resolved
4. Contractor shall allow regular financial and programmatic monitoring to ensure performance and compliance with contractual provisions

III

A. The purpose of Residential Child Care is to protect the well being of the child and to enhance the child's functional abilities in a substitute care setting by providing the following services, as appropriate:
1. Routine child care which ensures health and safety of the child.
2. Appropriate educational, recreational and vocational activities, and
3. Behavior management, diagnostic services, and mental/emotional/medical health care services.

B. The Contractor shall:
1. Comply with minimum standards for the licensure for any child care licenses issued by the Department to the Contractor for services provided under this contract. The Contractor shall comply with the operating or regulatory agency's regulations if the Contractor is a facility operated by, or regulated by a state agency.
2. Maintain full compliance with the service levels and with related program standards.
3. Provide the program of services described in the Contractor's Licensing Study
4. Develop, within thirty days of placement, and carry out a written plan of care/Plan of Service/Individualized Service Plan for each child placed at the case by the Department, with input from the child/youth, and mutually agreed upon by the Contractor's staff and the Department case manager.
   The plan will include:
   a. Specific behavioral goals and objectives being sought for each child
   b. A description of the manner in which the goals and objectives are to be achieved, and the specific services to be provided, and
   c. A statement regarding the manner in which the family members are to be involved in the plan to meet their child's goals and objectives.
5. Review the plan of care with the Department case manager, the child, and other parties, at least every 90 days or more frequently, if needed
6. Have all service plans/treatment plans approved and signed by a Licensed Professional counselor, temporary licensed professional counselor, Licensed Clinical Social Worker, licensed psychologist, psychiatrist
7. Obtain written approval from the Department
   a. Before a child is moved from one facility or foster home to another placement facility or foster home. In the event of an emergency, and if prior approval cannot be obtained, the Department shall be notified within the twenty-four (24) hours of the move, or by the next working day, and
   b. Before a facility of a contractor in which the Department has placed a child is to be sold or operated by another facility
8. Give the Department at least ten (10) days notice before discharging a child except when the child is a danger to self or others.
9. Accurately complete cost reports, time studies, and any other reports required and requested by the Department and provide a copy to the Department within time frames specified by the Department at its request
10. Cooperate in ensuring that the children placed by the Department participate in all services the Department requires to be provided for the child as the child's Plan of Service
11. Not use mechanical restraints on a child placed by the Department, except with prior written authorization from a physician in life threatening situations and not use restraints except when necessary and in accordance with applicable licensing standards
12. Accept, as the application for admission, the Common Application for Placement of Children in Residential Care (Form 2067) for placement of Department children.
13. Provide or obtain the following integrated components of care to children placed by the Department to the extent such services are permitted within its license and required by the child's Plan of Care
    a. routine child care, including food, room and board, and personal hygiene items
    b. Behavior counseling and supervision, including daily living skill activities, therapy, crisis intervention, case planning and coordination, and diagnostic assessment:
    c. Educational and vocational activities
    d. Routine recreational activities
    e. Medical care, to the extent it is medically necessary.
    f. Travel necessary to accomplish any of the services delivered under this contract.
14. Provide all services in a manner which safeguards the health, welfare, and safety of the children, to the maximum extent possible.
15. Allow periodic assessments of their physical facilities and operation by a representative of the Department. The assessment shall include safety and security issues, usable square footage, proximity or access to needed client resources and appropriate client services. The Contractor's physical facilities and operation shall be approved by the Department based on the assessment prior to and during the contract period.
16. Cooperate fully with the Department and its authorized representatives in developing and carrying out corrective action Plans when the Department deems necessary because of:
    a. the Contractor's failure to provide satisfactory service, or
    b. the Contractor's non compliance with any contract terms, or federal or state laws and regulations governing the services provided under this contract.
17. Immediately notify the Department when a child placed by the contractor is a danger to self or others and requires a placement in another setting.
18. Immediately notify the Department (or as soon as equitably possible) when a child in the contractor's care requires hospitalization or emergency treatment
    a. The contractor shall complete application to the Department of Human Services to apply for Medicaid, if applicable, and implement a tracking system for determination and redetermination dates. The contractor shall notify the Department of acceptance or rejection
    b. The contractor must receive prior approval from the Department for all non emergency medical or dental requirements/needs
19. Notify the Department within twenty-four (24) hours of any serious incident involving children placed by the Department. This notification is in addition to any other notifications required by the Contractor's specific license to operate
20. Provide any records and information concerning the child to the Department upon request.
21. Provide staff for court hearings and/or depositions when requested by the Department or a Court
22. At all times, permit Department employees and its level of service monitoring third party and its employees, access to all children placed in the care of the Contractor. The Department will exercise this right in a reasonable manner and will attempt to plan and coordinate such visits in cooperation with the Contractor and in a manner that minimizes disruption of the care at the child placed with the Contractor
23. Be in compliance with 45 CFR (Code of Federal Regulations), as applicable, 40 TAC (Texas Administration Code) as applicable, and other applicable regulations

C. The Contractor Acknowledges and Agrees
1. That the Department cannot use state or federal funds to reimburse the Contractor for vandalism or damage caused by deliberate acts of destruction by a child placed with the Contractor.
2. That the Department may, at its discretion, remove any child placed pursuant to this agreement with a 10 day notice, at any time.
3. The Department reserves the right to place children only in those facilities which it believes can meet the needs of the child. No part of this agreement shall be construed as a commitment by the Department to place either a particular child or a specified number of children in the facility.
4. That the service level reimbursement covers allowable costs as specified by the Texas Juvenile Probation Commission.
5. That the reimbursement may not exceed the Contractor's actual costs to provide the services of this contract.
6. The Department employees and/or Department representatives shall monitor compliance with the service levels standards and contractual terms according to state regulations and the terms of this contract.
7. That a child is present for purposes of billing if the child is in the facility for any part of a consecutive 24 hour period beginning at midnight.
8. That if a child is away from the facility without prior authorization and if the Department and the Contractor agree the child should return to the facility, the Contractor may keep the placement open for the child. Reimbursement for reserve bed days shall be permitted in accordance with policies established by the Department
9. That the Department, based on information from monitoring or other verifiable sources may terminate this contract for cause or take other actions
   a. to include requiring the Contractor to take specific corrective actions in order to remain in compliance with service level standards, DFPS licensing standards or state standards, and/or any contractual term
   b. To recoup payments made to the Contractor or impose administrative sanctions based on audit findings of violations of contract requirements, and
   c. to suspend, place into abeyance or remove any contractual rights. These actions may include, but are not limited to, withholding of payment, cessation of placement and removal of all contract rights.

The Department shall, when placement of a child with the Contractor is deemed appropriate
1. Pay the Contractor the Department's current service levels daily reimbursement established for Residential Treatment Centers for each child placed by the Department, not to exceed the service levels established by the Texas Health and Human Services Commission or the Texas Juvenile Justice Department, and receiving services in accordance with the plan of care, licensing and service levels standards. Reimbursement will only be made for services for which there has been prior authorization of service
2. Use the Common Application for Placement of Children in Residential Care as the uniform assessment for when Applicable.
3. Remove a child if notified that the Contractor believes the child is a substantial threat to the health, safety, or well being of the Contractor, its staff, or other children in residence, or a danger to self, as this placement
4. Contact each child in care at least quarterly to assess the child's progress and adjustment to care
5. Comply with Minimum Standards for Child Placing Agencies
6. Carry out the responsibilities of a managing conservator of the child, when so appointed by a court
7. Provide the Contractor with technical assistance and training concerning the billing process utilized by the Department
8. Provide the Contractor with ten (10) calendar days notice when planning to discharge from placement except when court-ordered to do otherwise or when there is an immediate threat to the health, safety, or well being of a child or children in the Contractor's care
9. Participate in the development of the child's plan of care
10. Keep the Contractor informed of any pertinent changes in the child's circumstances to include legal status and family situation
11. Respond in writing to requests for approval within ten (10) calendar days of receiving the Evaluation Criteria.

The performance of the Contractor in achieving the goals of the Department will be evaluated on the basis of the output and outcome measures contained in this section. The Department, at its discretion, may use any other means or additional measures to evaluate the performance of the Contractor in fulfilling the terms and conditions of the contract

**Contract Output Measures**
1. The Contractor will comply with the terms of the contract
2. The Contractor will comply with State Child Care Licensing Standards
3. All staff providing treatment and reviewing service plans will meet the service level standards for provider credentials
4. All staff providing direct client services will comply with State Licensing laws pertaining to the services being provided
5. The Contractor
   a. with assistance of the Department's caseworker, assess the child's needs,
   b. maintain a written service plan which reflects the child's need,
   c. carry out the services described in the plan, and
   d. provide the Department with written monthly progress reports which reflect the child's progress in the program.
6. The Contractor complies with service level standards where applicable

**Contract Outcome Measures**
1. The Contractor's child caring environment is conducive to the health and safety of children in the care of the Contractor
2. The child successfully completes the program, as agreed by the caseworker and facility staff and discharged by a planned discharge
3. The child, caseworker, and parents, if appropriate, express satisfaction with the services

IV

A. The scope and coverage of the services to be provided by the Contractor and/or any subcontractor under this contract, including the program description and reimbursement for those services, as well as other necessary components, are described and limited in Section B. Any change, modification, or amendment to, or renewal of, the Contract is not effective until approved in writing by the Department after thirty (30) days prior notification of change. The original contract together with any approved amendment to the contract on file with the Department shall be the controlling instrument in case of any dispute relating to the wording of any portion of the contract or amendment

B. This contract is, at all times, contingent upon the availability and receipt of county, state, or federal funds that the Department has allocated to this contract, and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced through agreement with the Department and the Contractor

C. The Department shall pay the Contractor from available funds for each care component rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department. If program income accrues, the Contractor agrees to return to the Department any income that exceeds actual allowable costs incurred for services rendered under the contract.

D. The basis for payment for services rendered under this contract is indicated in Section G of this contract. The Contractor agrees to this basis for payment and to adhere to the fiscal and billing policies and procedures of the Department. The Department is not obligated to pay unauthorized costs or to pay more than the Contract's allowable incurred costs consistent with regulations. The Contractor is responsible for submitting bills in an accurate and timely manner for each service period and for notifying the Department of a need for expedite payment. The Department will make reasonable efforts to process all bills received in an accurate and timely manner

E. The Contract shall assume responsibility for the identification, monitoring, and protection of all physical, property and equipment used to carry out this contract and to take appropriate measures to meet this obligation. In addition, in the event of any theft, vandalism, or other offenses against the properties, the Contractor will notify appropriate local law enforcement authorities

F. The Contractor shall not use any funding under this contract to influence the outcome of elections or the passage or defeat of any legislature measures.

G. The Department shall not be liable for state, local, or federal excise taxes. The Contractor must comply with all federal and state tax laws and withholding requirements. The Department will not be liable to the Contractor or the Contractor's employees for any for any unemployment or workers' compensation coverage, or other payroll taxes or benefits. The Contractor shall indemnify the Department and pay to the Department all costs, penalties, or losses whatsoever occasioned by the Contractor's omission or breach of this section.

H. The Contractor shall indemnify and save harmless the Department, Department officers, agents, representatives, and employees from and against any and all claims or losses for physical damage to property or injury to persons resulting from negligence or misconduct on the part of the Contractor, the Contractor's agents, employees, and representatives or subcontractors. In the event of loss, damage or destruction of property due to the negligence or misconduct of the Contractor, the Contractor shall indemnify and pay full cost of repair, reconstruction, or replacement at the discretion of the Department

I. The Contractor shall provide assurance for direct delivery of protective services under this contract

J. The Contractor shall be liable for under delivery or failures to perform in contract performance except for the delay or failure of performance caused by generally recognized under Texas law as constituting impossible conditions. The Contractor shall inform the Department of such causes within five working days or otherwise waive the right as a defense. The Contractor agrees that breach of this provision entitles the Department, at its discretion, to reduce or stop payments, immediately terminate this contract

V

A. If the Contractor fails to provide services according to the provisions of this contract, the Department may, upon written notice of default to the Contractor, terminate all or any part of this contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law, Department regulations or under this contract.

B. If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties shall be discharged from any further obligations under this contract

C. This contract may be terminated by mutual consent. In addition, either party to this contract may consider it cancelled by giving 30 days notice to the other party. This contract will be renegotiated at the end of the 30 day period. Nothing in this section shall be construed to prohibit immediate termination of the contract pursuant to Section IV A and B

D. At the end of the contract term, or other contract termination or cancellation, the Contractor shall, in good faith and in reasonable cooperation, with the Department, aid in transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of term notice must also be equitably settled

If any provision of this contract is held invalid, void or illegal as applied, that invalidity shall not affect other provisions or applications of this contract, the provisions of which are severable

For the faithful performance of the terms of this contract, the parties affix their signatures and bind themselves effective this the 1st day of September, 2014, and remain in effect through August 31, 2015

***Thereafter, this agreement shall automatically be renewed for consecutive twelve (12) month periods unless either party issues a notice of intent to terminate thirty (30) days prior to the date of termination as outlined in Article V, Section C of this agreement.***

WINKLER COUNTY
Signature
Bonnie Leck
Printed name
Winkler County Judge
Title
August 11, 2014
Date

Pathways 3H Youth Ranch
Signature
T. Jay Beene, III
Printed name
Director of Operations
Title
8/22/2014
Date

WINKLER COUNTY JUVENILE PROBATION DEPARTMENT
Signature
Eric DeAnda
Printed Name
Chief Juvenile Probation Officer
Title
August 11, 2014
Date

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Gulf Coast Trades Center Contract for Residential Services between Winkler County and Gulf Coast Trades Center, Inc. for the period of September 01, 2014 through August 31, 2015; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

STATE OF TEXAS §
§
COUNTY OF WALKER §

**GULF COAST TRADES CENTER**
**CONTRACT FOR RESIDENTIAL SERVICES**
**Contract Term: September 1, 2014 – August 31, 2015**

The WINKLER County Juvenile Probation Department (collectively referred to as "Juvenile Probation") and Gulf Coast Trades Center, Inc., 143 Forest Service Road #232, New Waverly, Texas 77358, (hereinafter called the Service Agency), by this agreement and in consideration of the mutual promises set forth below, have agreed as follows

I SERVICES

Service Agency will provide the following services

A Room
B. Board
C. Clothing, Personal Hygiene Items, Hair Cuts
D Supervision by Qualified Adults
E Casework Services
F Counseling Services
G. Individualized Program Plan
H School
I Vocational Training

II. FEES

A Levels of care and services to be provided at each level are those defined in the Texas Health and Human Services Commission rate schedule for Purchase of Services. These fees do not exceed the maximum rates allowed in the latest Texas Juvenile Justice Department/Health and Human Services Maximum Rate Schedule

For and in consideration of the above mentioned services, the Juvenile Probation agrees to pay the Service Agency

Moderate Level (LOC 3 & 4M) Facility $ 103.03 per day
Specialized Level (LOC 4S) Facility $ 146.11 per day

In the event the per diem rate schedule changes, the amended rates shall be honored without amendment to the agreement

B Recognizing that part of a client's rehabilitation program may include time away from the resident at setting of the Service Agency prior to the client's re-entry in the community, and that the Service Agency must retain space for the client until his return, Juvenile Probation will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time. (Students, if eligible, and approved by the Chief Juvenile Probation Officer is allowed an authorized paid furlough to do job search and obtain employment applications prior to completion of the program.)

C If a client makes an unauthorized departure from the Service Agency, Juvenile Probation shall be notified immediately. If the client returns to the Service Agency within ten (10) days, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten (10) days payment

D The Service Agency is under no obligation to retain space for the client in unauthorized departure situations; however, every effort should be made to reconcile the incident to both parties' satisfaction

E Payment is to be made monthly, or at the termination of the residential period of the client, if sooner. Claim for payment will be submitted by Service Agency no later than ten (10) days from the last day of the month for which payment is being requested

III. INDIVIDUAL CASE PLAN AND FAMILY INVOLVEMENT

A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the youth and mutually agreed upon by the appropriate Service Agency staff and the assigned personnel. A copy of the IPP shall be sent to the assigned personnel no later than six weeks after placement.

B The IPP shall contain the reasons why the placement will benefit the client, shall specify behavioral goals and objectives being sought for each client, shall state how the goals and objectives are to be achieved in the Service Agency placement, and shall state how, if at all, the parent(s) guardian(s) and where possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the juvenile's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Juvenile Justice Code

C The goals in the IPP shall be reviewed jointly by the appropriate Service Agency staff, the juvenile, and the assigned personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when needed. Copies of the IPP and the periodic reviews are to be maintained by the Service Agency and the appropriate personnel staff

D The Service Agency shall remain in telephone contact with assigned personnel staff regarding client's progress and provide a written report of progress upon request, but no less than once per month

E If a client in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in a disruptive incident, the Service Agency shall notify the client's probation officer or other probation staff within a twenty four hour period following the incident and ensure that parents, proper authorities, the Texas Department of Protective and Regulatory Services, or the police are notified if appropriate. A written incident report and/or police report will be sent to the assigned probation officer no later than five (5) working days after the occurrence

F Juvenile Probation reserves the right to terminate the client's placement at the Service Agency at its discretion. The Service Agency will not release the client to any person other than Juvenile Probation without the express consent of appropriate personnel

G The Service Agency will obtain prior approval from appropriate personnel before the client's participation in any furloughs, home visits, or extended agency trips.

H Unless otherwise stipulated by Juvenile Probation, the client may visit freely with parents and relatives at the Service Agency in accordance with established Service Agency policies, procedures, privileges and level system.

IV EXAMINATION OF PROGRAM AND RECORDS

A The Service Agency agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Contract and to review Juvenile Probation juvenile records. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Service Agency and the client when deemed necessary

B The Service Agency agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Juvenile Probation and the State of Texas, books, documents, and other evidence pertaining to the costs and expenses of this Contract, hereinafter called the Records. Gulf Coast Trades Center utilizes Generally Accepted Accounting Principles in all its financial transactions

C The Service Agency agrees to maintain those records for three (3) years after the final payment or until the state approved audit has been made and all questions there from are resolved

D Service Agency understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards

E The Service Agency shall use Generally Accepted Accounting Principles (GAAP)

V GOALS, OUTPUTS, AND MEASURABLE OUTCOMES

A The Service Agency agrees to pursue the goals and values of the Juvenile Probation through providing services to clients which enable client growth and development to the client's fullest potential. This development will be through provision of a safe, drug free environment in which counseling services are utilized as tools for educational, emotional, and behavioral patterns

B The Service Agency shall provide the Juvenile Probation, within ten working days, information which outlines the services provided to clients. These output measures may include, but are not limited to

1 Average length of stay of clients

2 Specific types of milieu implemented by the Service Agency

3 Average number of counseling hours provided each client daily, weekly or monthly

C Under Provision 4.11.2.4 from the Texas Juvenile Probation Commission, payment for services rendered may be paid partly or wholly with Texas Juvenile Probation Commission State Funds

IX TERMINATION

A This contract may be terminated without fault or cause by either party by giving at least ten (10) days written notice of the intention to terminate by certified mail, facsimile transmission or personal delivery to the other party

X INDEMNITY AND HOLD HARMLESS

A Gulf Coast Trades Center shall indemnify and hold Juvenile Probation harmless from and against any and all loss, claim damage liability fee or expense (including reasonable attorney fees) arising or alleged to arise from any act or omission of Contractor or any of its agents, servants, employees, and subcontractors. The foregoing indemnity shall survive the termination of this contract

XI MEDICAL

A The Referral Agency agrees that it shall be liable and responsible for the client's emergency medical and dental costs encountered during the client's stay at the Service Agency. The Referral Agency will only be liable for the client's non-emergency medical and dental costs of the Service Agency unless it seeks and obtains approval from Referral Agency prior to incurring such costs. The Service Agency agrees to notify the Referral Agency of any unusual medical costs to be incurred. The Service Agency will accept Medicaid eligible clients. The Service Agency will apply for Texas Juvenile Probation Commission Medicaid for each child entering the program when applicable

XII EQUAL OPPORTUNITY

A Services shall be provided by the Referral Agency in full compliance with all civil rights laws and regulations, and that there shall be no discrimination of race, color, creed, sex, national origin, religious preference, in performance of any and all duties outlined by this Agreement. All programs and services provided by the Referral Agency under this Agreement shall be provided in accordance with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000 d-1), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 3 et seq.), Age Discrimination Act (42 U.S.C. 6101 et seq.) and all federal rules and regulations, state laws and executive orders as applicable

XIII TERM

A The initial term of this contract will begin on September 1, 2014 and terminate on August 31 2015. It shall be automatically renewed for one year terms thereafter, commencing September 1st and ending August 31st, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intent on to not renew this Agreement.

XIV Prison Rape Elimination Act (PREA)

A Service Provider shall comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

B Under PREA, Service Provider shall make available to the Chief Juvenile Probation Officer all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA §115.387 c and d]

**Gulf Coast Trades Center, Inc.**

Dale Underwood, Ed.D
President

7/21/2014
Date

**WINKLER County Juvenile Probation**

Chief Juvenile Probation Officer
Beau DeAnda

August 11, 2014
Date

WINKLER COUNTY

Bonnie Beck, Winkler County Judge

August 11, 2014
Date

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve Contract for Residential Services between Winkler County and Shoreline, Inc. for the period of September 01, 2014 through August 31, 2015; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

**STATE OF TEXAS**

**COUNTY OF WINKLER**

**CONTRACT FOR RESIDENTIAL SERVICES**

In accordance with the provisions set forth herein, the **County of Winkler**, and Shoreline, Inc., a for Profit Organization, licensed to do business in the State of Texas, herein after called Service Agency, agree as follows:

1. **PROVISIONS OF SERVICE**

• The Service Agency shall provide Residential services including, but not limited to food, shelter and supervision.

• Make application for Medicaid for the said child, while child is in the facility.

• **The** Service Agency shall provide necessary counseling services including, but not limited to, individual group, and family/parental involvement.

• The Service Agency shall provide education through its long term Residential Campus for Adjudicated Youth.

• Each individual patient placed with Service Agency have a written preliminary individual program plan (IPP) completed by the appropriate Service Agency staff within forty-eight (48) hours of the time of admission of placement. A copy of the preliminary IPP must be received by the **Winkler** County Juvenile Department within (10) days of the time of admission. The provision does not apply to patients receiving Emergency care. In accordance with the provisions set forth herein, the County of **Winkler**, and Shoreline, Inc.

• A full initial IPP shall be completed by the appropriate Service Agency staff with input from the patient's probation office within forty (40) days of the date of admission. A copy of the initial IPP must be received by the **Winkler** Juvenile Department within ten (10) days of its completion. Subsequent review of the IPP must be conducted at reasonable intervals, not to exceed ninety (90) days, and copies must be received by **Winkler** Juvenile Department within ten (10) days of the date of completion. This provision does not apply to patients receiving Emergency Care.

• **The** IPP shall be received jointly by the appropriate Service Agency staff, the child and the appropriate **Winkler** County personnel at reasonable intervals, not to exceed ninety (90) days, to assess the patient's progress with modifications of the IPP being made when indicated.

• The IPP shall contain the reasons why the placement will benefit the patient and specify behavior goals and objectives being sought for each patient. Included shall be how the goals and objectives are to be achieved in the Service Agency placement.

• Copies of the original IPP and periodic reviews are to be maintained by the Service Agency and **Winkler** County Placement Officer.

• The Service Agency shall provide each child's Probation Office with a written report of the child's progress on a monthly basis.

• The Service Agency shall ensure that **Winkler** County approves, in writing, the child's participation in any furloughs, home visits, or extended agency trips.

• The Service Agency shall ensure that unless, otherwise stipulated by **Winkler** County, the child may visit freely with parent(s) and relatives at the Service Agency in accord with established Service Agency policies.

• The Service Agency shall ensure that suspected or alleged cases of child abuse are immediately reported to **Winkler** County **Placement** Officer and the Department of Protective and Regulatory Services.

• If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer and/ or **Winkler** County Placement Officer immediately and ensure that the parents and proper authorities, including the Texas Department of Protective and Regulatory Services are notified.

• **Winkler** County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than **Winkler** County without the express consent of **Winkler** County.

• The Service **Agency** is under no obligation to accept a patient who is deemed inappropriate for placement in the program by the Service Agency.

**II. PAYMENT FOR SERVICES**

• For and in consideration of the above-mentioned services, **Winkler** County agrees to pay the Service Agency **$148.11** per day for **SPECIALIZED** and **$260.17** per day for **INTENSE.** This fee does not exceed the actual cost of children in the Service Agency, and does not exceed the amount allowed in the current CJD Maximum Rate Schedule. For juveniles placed in the facility under the Title IV-E program, **Winkler** County agrees to pay the facility based on the TDFPS level of care (LOC) as currently effective or subsequently amended.

• Service Agency shall submit a bill to **Winkler** County for services on a monthly basis. Each billing shall contain the name of the patient or patients for whom payment is being requested along with the number of days (stated consecutively) for which payment is requested. Service Agency agrees to submit billing and CODAP data through the Electronic Forms Interchange (EFI) System for **all** applicable patients.

• Recognized that a part of a patient's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, Holidays Etc., and that the Service Agency must retain space for this patient until their return, **Winkler** County will pay the Service Agency the above agreed upon amount for such regular scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at a time.

• The Service Agency is under no obligation to retain space for the patient in an unauthorized Departure situation. However in no event shall **Winkler** County pay for days when the patient was absent without authorization, but no space in the program was retained for such absent patient(s) by Service Agency.

• Medical and Dental services shall be reimbursed by **Winkler** County upon submission of a bill For said services.

• **Winkler** County agrees to provide transportation to the Service Agency facility at the time of admission and from Service Agency facility at the time of discharge. Should Service Agency provide for transportation services, reimbursement for transportation cost must be approved in advanced by a member of the **Winkler** County Juvenile Probation Department? The Service Agency is responsible for all transportation incidentals to the care of the child, including medical and dental visits. Service Agency may request that the parents contribute to transportation cost for furlough from placement.

III. **EXAMINATION OF PROGRAM AND RECORDS**

• The Service Agency agrees that it will permit **Winkler** County to examine and evaluate its program of services provided under the terms of this Contract and to review **Winkler** County patient records. The examination and evaluation of the program will include unscheduled site visitations and observations of the programs in operation.

• The Service Agency shall provide to **Winkler** County such descriptive information on contracted patients as requested on forms provided by **Winkler** County.

• The Service Agency agrees to maintain and make available for inspection, audit, or reproduction, by an authorized representative **of Winkler** County and the State of Texas, books, documents, and other evidence pertaining to the receipt and expenditure of any and all funds received under this Contract, herein after called the Records.

• The Service Agency agrees to maintain these Records for three (3) years after final payment or until the State approved audit if any, has been made and all questions there from are resolved.

**IV. FEE ASSESSMENT**

• Provide certification eligibility, Under Section 231.006 Family Code, the vendor or applicant certifies that the individual or business entity named in this contract bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certificate is inaccurate.

• Patients or their families shall not be assessed for services by the Service Agency, unless the **Court** specifies arrangements. This does not preclude reasonable attempts to seek voluntary contribution from families of **Winkler** County patients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.

• If a patient is eligible for fiscal support from another State Agency or organization, the Service Agency shall ensure that **Winkler** County is not charged for such fiscal support for which the patient is otherwise eligible.

• Service Provider is hereby notified that state funds are used to pay for services rendered to the **Winkler** County Juvenile Probation Department. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from **Winkler** County Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds.

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

**V. EQUAL OPPORTUNITY**

• Services shall be provided by the state Agency in compliance with Title IV of the Civil Rights Act of 1984. The Service Agency will not discriminate against any employee applicant for employment, or patient because of race, religion, color, national origin, age, or handicapped condition. The Service Agency will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, or handicapped condition.

**VI. TERMINATION**

• This Contract may be terminated by either part, upon ten (10) days written notice to the other party of the intention to terminate : or

• Upon expenditure of funds. **Winkler** County may, upon (30) calendar days' written notice to Service Agency, terminate the contract in any one of the following circumstances:

• If the Service Agency fails to comply with **Winkler** County's reporting requirements, the objectives, terms, conditions, or standards of this contract, applicable federal, state, of local laws, rules, regulations and ordinances, or any other requirements set forth in this contract.

• If the Service Agency fails to perform the work and services required by this contract within the time specified herein or any extension thereof.

• If the Service Agency fails to correct its noncompliance with any terms or provisions of this contract within thirty (30) calendar days (or any extension as authorized by **Winkler** County in writing) after receiving notice of noncompliance from **Winkler** County: or

• If funds allocated to **Winkler** County by the State should become reduced, depleted, or unavailable during the contract term.

**VII. LAWS AND VENUE**

• In any legal action arising under this contract, the Laws of Texas shall apply and venue shall be in San Patricio County, Texas

**VIII. CONTRACT PERIOD**

• The term of this agreement is for twelve months, commencing September 1st, 2014 and ending August 31st, 2015, it shall be automatically renewed for one year terms thereafter, commencing on: September 1st and ending August 31st unless one party notifies the other in writing. At least thirty (30) days prior t the expiration of said term, of its intention to not renew this contract.

**IX. INDEMNITY, INSURANCE AND CERTIFICATION**

• Service Agency shall indemnity and holds harmless, **Winkler** County, its agents, officers, employees, and public officials, from any and all injury and damaged to person or property caused by the negligent or intentional acts, or omissions of the agency, its Agents, employees, patients, and invitees, including the negligent supervision of any person residing at or participating at its facility or in any of its programs.

• Service Agency shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than $300,000.00 for personal injury and $100,000.00 for property damage. Such policies shall be with an insurance company licensed to do business in Texas and shall be satisfactory to **Winkler** County

• **Winkler** County shall be given at least (30) days advanced written noticed of any lapse, amendment or cancellation.

• Service Agency warrants that it is certified, approved or licensed by all Federal, State, or local Agencies, or departments, which have jurisdiction to regulate any activity, perform in or by an adolescent residential treatment facility. Proof of such certification, approval or license shall be provided to **Winkler** County Juvenile Probation Department within ten (10) days of execution of this document.

**IN WITNESS WHERE OF,** the parties execute this agreement on the 30th day of July 2014

ATTEST:

Arethelia Reed
Winkler County Clerk

**Winkler County**

Signature/Date August 11, 2014
Bonnie Leck, Winkler County Judge

**Eddie Underwood President**

Shoreline, Inc. BY: Eddie Underwood Date: 8-11-14
Signer must have authority to bind Corporation

ADDENDUM A

**TEXAS JUVENILE PROBATION COMMISION PROVISIONS**

**X. PROVISIONS OF SERVICE**

**Winkler** County agrees to purchaser 24 hour therapeutic child care from the Service Provider who is licensed by either the Texas Department of Protective & Regulatory Services, herein after referred to as TDPRS, as a Residential Treatment Center to provide services at a level of care of Level IV, Level V, and Level VI, as defined by TDPRS licensing standards; or licensed by the Texas Commission on Alcohol & Drug Abuse as a Substance Abuse Treatment Facility, herein after referred to as COMMISSION, to provide Levels of care of Level I, Level II, Level III, and Level IV, such levels as defined by the COMMISSION's licensing standards.

Service Provider agrees to provide room, board, supervision and care, 24 hours per day.

In order to determine the quality of services for juvenile placements, Service Provider agrees to define goals outputs, and measurable outcomes.

The progress of each participant is monitored through a Level point system. The system is designed to help staff assess rewards and assign consequences as part of the behavioral modification modality. The behavioral, emotional, physical and educational status of each participant is taken into consideration.

ASSESSMENT of the child's progress through the level system and successful completion of the written plan of service will carry the following weight: (1) Unit Behavioral 40%; (2) Therapy/Treatment Plan Participation 25%; Recreational Therapy Participation 15%; and School Participation 20% in the determination of the discharge prognosis and program completion.

**XI. PLAN OF SERVICE**

Service Provider agrees to develop a written Plan of Service for each client. Each plan will contain a treatment plan for the client agreed upon by Service Provider and **Winkler** County. Each plan will clearly define goals, outputs, and measurable outcomes that directly related to program objectives.

**XII. THE WRITTEN PLAN OF SERVICE AT MINIMUM:**

Have goals for the client to learn adequate social skills, refrain from hostile aggressive acts toward others, and learn how to develop positive relationships with the family unit and /or society that will help the toward a resolution of the problem(s) for which treatment is purchased and learn how to develop a chemical free lifestyle.

Enhance and/or develop and further educational skills of the client.

Successfully complete the program with a minimal number of incidents.

Provide at least 150 hours of counseling.

Provide an individual treatment plan to meet each child's needs.

Provide individual therapy at least weekly and group therapy at least two times per week and group counseling three (3) times per week, and Family Therapy as geographically possible. All therapy and counseling sessions shall be performed by the appropriate Qualified Credentialed Professional (QCP). The QCP must meet the requirements as determined by the Contractor's licensing agency.

The Plan of Service shall contain the reasons for placement and specific details pertaining to goals and future objective(s).

Service Provider shall provider, at minimum, each adolescent's Probation Officer with a written report of the client's progress on a monthly basis. If necessary, 30 progress reports shall be submitted.

Service Provider will not release the adolescent to any person or agency other than **Winkler** County without the express consent of **Winkler** County.

Service Provider will obtain approval from **Winkler** County for adolescent's participation in any furloughs, home visits, or extended agency trips.

**XIII. OUTCOME MEASURES**

EVALUATION of the contract by **Winkler** County will be performed by using the following OUTCOME MEASURE: (1) 80% of placement remains chemical free and without incident for one year from the time of discharge; (2) 80% of placements will successfully complete their transition back into public schools without further incidents; (3) 80% of placement will report improved family functioning; and (4) 80% of progress reports will be received in a timely manner.

**XIV. PRISON RAPE ELIMINATION ACT**

Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standard applicable to the provision of the services described herein and the performances of all the obligations undertaken pursuant to the 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 in housing adult and juvenile offenders [PREA§115.312(a)]. Under PREA, Service Provider shall make available to the CPO all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA§115.87€ and (f)].

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

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

**XV. THE HIPPA MEGA-RULE**

**THE HIPPA MEGA RULE** enhances the client's privacy, provides individuals' new rights to their digital health information, (when available) and bolsters the government's capacity to enforce the law. **THE HIPPA MEGA RULE** went into effect March 26, 2013.

The **HIPPA MEGA RULE** protects a clients' privacy and health information rights by eliminating the "harm threshold" from the breach notification rule (health Information Technology for Economic and Clinical Health [HITECH] Breach Notification) and holding third-party subcontractors using and disclosing protected health information (PHI) responsible to HIPPA rules and penalties. Setting limits on how information is used for marketing, prohibiting the sale of a clients' PHI without authorized consent. Clarifying that genetic information is protected under HIPPA by prohibiting health plans from disclosing genetic information for underwriting purposes.

A motion was made by Commissioner Thompson and seconded by Commissioner Neal to approve Contract and Agreement for Secure Long-Term Residential Service of Juvenile Offenders Space Available between Winkler County and 4M Granbury Youth Services, Inc. dba Granbury Regional Juvenile

Justice Center for the period of September 01, 2014 through August 31, 2016; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

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

STATE OF TEXAS §
COUNTY OF WINKLER §
§

4M GRANBURY YOUTH SERVICES, INC
dba GRANBURY REGIONAL JUVENILE JUSTICE CENTER
Residential Services
Commencing on: September 1, 2014 & Ending on: August 31, 2016

This Agreement is entered into by and between WINKLER County, at the request of and on behalf of the WINKLER County Juvenile Probation Department and 4M Granbury Youth Services, Inc. dba Granbury Regional Juvenile Justice Center a Texas for-profit corporation, licensed to provide child care services by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over this facility ("Service Provider").

ARTICLE I
PURPOSE

1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long-term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 1300 Cleveland, Granbury, Texas 76048. The business office of Service Provider is 656 N. FM 457, Rockdale, Texas 76567.

ARTICLE II
TERM

2.01 The term of this agreement is for 24 months, commencing September 1, 2014 and ending August 31, 2016.

ARTICLE III
SERVICES

3.01 Service Provider will provide the following level of care services:

A. Basic

B. Specialized



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

3.02 Service Provider will perform the following services:

A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, books, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.

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

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

D. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said Individualized Treatment/Case Plan shall include measurement of progress towards goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.

E. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Residential Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client, shall specify behavioral goals and objectives being sought for each client, shall state how the goals and objectives are to be achieved in the placement, shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing compelling the child's objectionable behavior.

F. Maintain copies of the original Individualized Program Plan and the periodic reviews.

G. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.

H. Document and maintain records pertaining to the effectiveness of goals and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law





enforcement agency due to reports of abuse and/or neglect. These reports shall be made available to Juvenile Probation for periodic inspection.

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

ARTICLE IV
EVALUATION CRITERIA

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

A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
1. Secure children in complete residential placement.
2. Prevent re-referrals of children during the six (6) months following release from residential placement.
3. Ensure children move down in their Level of Care as they progress in the treatment program.

B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
1. The total number of children placed in residential placement.
2. The total number of children who were discharged from residential placement successfully.
3. The total number of re-referrals of children discharged from placement within six (6) months after release.
4. The total number of children who move down in their Level of Care.
5. The average length of time before a child moves down in the Level of Care.

C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
1. Percentage of children in residential placement who will complete their placement as a successful discharge.
2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
3. Percentage of children who move down in their Level of Care.

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





ARTICLE V
COMPENSATION

5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of $98 per day, for each child, admitted under "Moderate" Level of Care, $140 per day for each child admitted under "Specialized" Level of Care, $125 per day for each child admitted into the 90 day Program and $95 per day for each child admitted into the 30 day Relapse Program. The Levels of Care are defined by the Texas Juvenile Justice Department. This daily rate shall be paid to the Service Provider for each day a child is in residential treatment pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider. The Substance Abuse, Female, and Mental Health Programs are recognized as specialized programs and are reimbursable as such. The cost is based on the facility. Payment is due within 30 days of receipt of billing.

5.02 Psychiatric services will be provided to the child on an as needed basis. All residents placed into the Mental Health Program will see the Psychiatrist. The initial Psychiatric evaluation will be paid for by the Service Provider. Follow-up evaluations will be paid by Juvenile Probation at the rate of $100 per exam.

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

5.04 If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of the Juvenile Probation. Juvenile Probation agrees to indemnify and hold the Service Provider, its officers, administrator, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify Juvenile Probation of Outside Treatment within twenty-four (24) hours of its occurrence.

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

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

5.06 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature

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

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

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

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

ARTICLE VI
ADDITIONAL TERMS & AGREEMENTS

6.01 Prior to transporting a child to the Facility for placement, the official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officer's of Juvenile Probation may be denied if space limitations require as determined by the Facility

6.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order from the Juvenile Court of WINKLER County.

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

6.04 If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgement of the Administrator, mentally unfit, dangerous, or uncontrollable, or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the Juvenile Probation Department of WINKLER County of this determination. The child shall be removed immediately from the Facility. It will be the responsibility of Juvenile Probation to provide for the transportation for the removal of the child.

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

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





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

6.08 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit WINKLER County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of WINKLER County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12

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

6.10 It is understood and agreed that any youth placed in the facility, by the contracted County, shall be responsible for any damages caused by their youth. The Service Provider shall notify the placing agency of such damages and provide estimates/invoices as soon as they are available. Total cost of damages shall be placed on the normal monthly billing statement, when all costs of repairs have been received

6.11 This contract, terms and agreements are transferable

ARTICLE VII
EXAMINATION OF PROGRAM & RECORDS

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

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

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

7.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement

7.05 "Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully





with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."

ARTICLE VIII
CONFIDENTIALITY OF RECORDS

8.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law

ARTICLE IX
DUTY TO REPORT

9.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegations or incidents of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

A. Local law enforcement agency (such as the Granbury Police Department),

B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877 786-7263, followed by submitting the report within 24 hours of said call); and

C. WINKLER County Juvenile Probation Department

ARTICLE X
DISCLOSURE OF INFORMATION

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

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

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

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

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





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

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

ARTICLE XI
EQUAL OPPORTUNITY

11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Provider agrees it

(a) Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.

(b) Will, in all solicitations or advertisement for employees placed by or on behalf of the Service Provider, state that all qualified applicants for positions in the Facility, will receive consideration for employment without regard to race, color, religion, sex, or national origin

(c) Shall abide by all applicable federal, state and local laws and regulations

ARTICLE XII
OFFICIALS NOT TO BENEFIT

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

ARTICLE XIII
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

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

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

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B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

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

D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief

E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually receive.

4M Granbury Youth Services, Inc
1300 Crossland
Granbury, Texas 76048

WINKLER County
PO Box 822
Kermit, Texas 79745

F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement

G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.

H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement

I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance

J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns

ARTICLE XIV
TERMINATION

14.01 The initial term of this Contract shall be for a period of twenty four months from the effective date with the option of an automatic twelve month renewal, however, if either party feels in

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its judgment that the contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice of Termination. At 12:00 o'clock Midnight, thirty (30) calendar days after the date of the Notice of Termination, this contract shall terminate, become null and void, and be of no further force or Effect. Such termination shall not affect or diminish WINKLER County's responsibility for payment of any amounts due and owing at the time of termination of the Contract. WINKLER County shall remove at its expense all children placed in the Facility on or before the termination date.

ARTICLE XV
WAIVER OF SUBROGATION

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

ARTICLE XVI
INDEMNIFICATION

16.01 It is further agreed that Service Provider will indemnify and hold harmless WINKLER County against any and all negligence, liability, loss, cost claims or expenses arising out of wrongful and negligent act(s) of commission or omission by Service Provider, its agents, servants or employees arising from activities under this contract. Service Provider shall have no obligation to indemnify and hold harmless WINKLER County for any act(s) of commission or omission of the Counties or the County's agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

ARTICLE XVII
SOVEREIGN IMMUNITY

17.01 This Agreement is expressly made subject to WINKLER County Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the WINKLER County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVIII
REPRESENTATIONS & WARRANTIES

18.01 Service Provider hereby represents and warrants the following

A. That it has all necessary right, title, license and authority to enter into this Agreement;

B. That is qualified to do business in the State of Texas, that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for, that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, WINKLER County, or any political subdivision thereof;

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C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Juvenile Probation

D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations

ARTICLE XIX
TEXAS LAW TO APPLY

19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Winkler County, Texas

ARTICLE XX
VENUE

20.01 Exclusive venue for any litigation arising from this Agreement shall be in Winkler County, Texas

ARTICLE XXI
LEGAL CONSTRUCTION

21.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXII
PRIOR AGREEMENTS SUPERSEDED

22.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXIII
PRISON RAPE ELIMINATION ACT

23.01 Service Provider shall comply with all federal, state, county and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero tolerance standard against sexual assault of incarcerated persons, including juveniles and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders

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23.02 Under PREA Service Provider shall make available to the Chief Juvenile Probation Officer all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th (PREA 115.387 (c) and (f))

23.03 All Contracted Counties shall ensure that their Department employees and/or employees of other agencies that Contracted County sends to the service providers' location (facility), have completed PREA training

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

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

IN WITNESS WHEREOF, we hereunto affix our signature this 11th day of August, 20 14

WINKLER County

Eric R. De Anda (signature)

Eric De Anda
Chief Juvenile Probation Officer

4M Granbury Youth Services, Inc

Angela Lowe (signature)

Angela B. Lowe
Facility Administrator

WINKLER County

(signature)

Authorized Personnel
Bonnie Leck
Winkler County Judge

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A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to approve Contract and Agreement for Secure Short-Term Detention of Juvenile Offenders Space Available between Winkler County and 4M Granbury Youth Services, Inc. dba Granbury Regional Juvenile Justice Center for the period of September 01, 2014 through August 31, 2016; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

CONTRACT AND AGREEMENT FOR SECURE SHORT-TERM
DETENTION OF JUVENILE OFFENDERS
SPACE AVAILABLE

STATE OF TEXAS §
COUNTIES OF WINKLER §
§

4M GRANBURY YOUTH SERVICES, INC
dba GRANBURY REGIONAL JUVENILE JUSTICE CENTER
Detention Services
**Commencing on: September 1, 2014 & Ending on: August 31, 2016**

This Agreement is entered into by and between WINKLER County, at the request of and on behalf of the **WINKLER County Juvenile Probation Department** and **4M Granbury Youth Services, Inc., dba Granbury Regional Juvenile Justice Center**, a Texas for-profit corporation, licensed to provide child care services by the Texas Juvenile Justice Department and/or any other appropriate State agency with licensure or regulatory authority over this facility ("Service Provider").

ARTICLE I
PURPOSE

1.01 Whereas WINKLER County, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code, Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court. The placement facility to be utilized is owned and operated by Service Provider and is located at 1300 Crossland, Granbury, Texas 76048. The business office of Service Provider is 690 N. FM 487, Rockdale, Texas 76567.

ARTICLE II
TERM

2.01 The term of this agreement is for 24 months, commencing September 1, 2014 and ending August 31, 2016.

ARTICLE III
PROVISIONS OF SERVICES

3.01 A. Service Provider will provide room and board, supervision twenty-four hours per day, seven days a week; routine medical examination and treatment within the Facility (but shall not provide or pay for emergency examination, treatment, or hospitalization outside the Facility); an approved education program, recreation facilities, and counseling to each child placed within the Facility.



B. If emergency examination, EMS treatment, health care treatment and/or hospitalization outside the Facility ("Outside Treatment") is required for a child placed in the Facility, the Administrator of the facility is authorized to secure the Outside Treatment at the expense of WINKLER County. WINKLER County agrees to indemnify and hold harmless Service Provider, its officers, directors, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate Treatment. The Administrator shall notify the appropriate WINKLER County officials of Outside Treatment within twenty-four (24) hours of its occurrence.

C. Children from WINKLER County who are alleged to have engaged in delinquent conduct, indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any Juvenile Court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the appropriate Juvenile Court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention Facility prior to the child's re-admission.

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

E. If a child is accepted by the Facility from WINKLER County and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the Probation Department of WINKLER County of this determination. The child shall immediately be removed from the Facility. It will be the responsibility of WINKLER County to provide for the transportation for the removal of the child.

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

G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from WINKLER County, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the Court Order issued at the conclusion of the initial detention hearing by the Judge of the appropriate Juvenile Court unless a new Order has been issued authorizing the continued detention, and a copy of the new Order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the Order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.

H. It is further understood and agreed by the parties that should a child in pre-adjudication care not be removed as described above in paragraph (G), by 12:00 o'clock noon of the tenth (10) working day of an initial detention period, fifteenth working day if it is not, and a new Order authorizing continued detention has not been received at the Facility, an employee of Service Provider shall deliver the child to the Juvenile Court of the placing





WINKLER County for which there will be an additional charge of fifty-four cents per mile.

I. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of WINKLER County pursuant to (a) paragraph E of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of the placing WINKLER County.

J. Service Provider shall be in compliance with all Standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.

K. Service Provider shall provide twenty (24) hour supervision for the client, including awake staff during sleeping hours in a Secure Facility.

L. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to the Juvenile Probation Officer of the detaining County.

M. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.

N. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit the placing WINKLER County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of WINKLER County shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

ARTICLE IV
COMPENSATION

4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of $95 per day for each child. The daily rate shall be paid to the Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility.

4.02 Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of $295 per exam. Follow up evaluations will be paid by Juvenile Probation at the rate of $100 per exam.

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





in proper form shall be paid by Juvenile Probation in a timely manner.

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

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

4.05 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

4.06 In the event that State Reimbursement Rates are increased during the duration of the terms of This contract, the new rates will become effective reflecting those of the increase.

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

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

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

ARTICLE V
ADDITIONAL TERMS & AGREEMENTS

5.01 Prior to transporting a child to the Facility for placement in Secure Short Term Detention, the official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officer's of Juvenile Probation may be denied if space limitations require as determined by the Facility.

5.02 A child will only be accepted at the Facility upon receipt by the Facility Administrator of a proper order/Authorization for Detention from the Juvenile Court of WINKLER County.

5.03 It is understood and agreed that any youth placed in the facility, by the contracted County, shall

be responsible for any damages caused by their youth. The Service Provider shall notify the placing agency of such damages and provide estimated invoices as soon as they are available. Total cost of damages shall be placed on the monthly billing statement, when all cost of Repairs have been received.

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

5.05 This contract, terms and agreements are transferable.

ARTICLE VI
EXAMINATION OF PROGRAM & RECORDS

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

6.02 Service Provider shall provide to Juvenile Probation such data and/or information on contracted children as requested on forms provided by Juvenile Probation.

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

6.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records referenced above for three (3) years after the termination of this Agreement.

6.05 "Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."

ARTICLE VII
CONFIDENTIALITY OF RECORDS

7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not disclose such information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.





ARTICLE VIII
DUTY TO REPORT

8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

A. Local law enforcement agency (such as the Granbury Police Department);

B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

C. WINKLER County Juvenile Probation Department.

ARTICLE IX
DISCLOSURE OF INFORMATION

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

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

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

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

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

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

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





ARTICLE X
EQUAL OPPORTUNITY

10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Provider agrees it:

(a) Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination.

(b) Will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants for positions in the Facility will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) Shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XI
OFFICIALS NOT TO BENEFIT

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

ARTICLE XII
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

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

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

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

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

D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to





Attorney's fees from the other party, including actions for declaratory relief.

E. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notice required in this Agreement shall be deemed to have been received when actually received.

| | |
|---|---|
| 4M Granbury Youth Services, Inc. | WINKLER County |
| 1300 Crossland Road | PO Box 922 |
| Granbury, Texas 76048 | Kermit, Texas 79745 |

F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.

G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and enforcement.

H. If any court finds any provision of this Agreement to be invalid or unenforceable, the finding shall not affect the validity or enforceability of any other provision of the Agreement.

I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.

J. The covenants and agreements in this Agreement are binding on and inured to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

ARTICLE XIII
TERMINATION

13.01 The initial term of this Contract shall be for a period of twenty four months from the effective date. However, if either party feels in its judgment that the contract cannot be successfully continued, and desires to terminate this contract, that the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice of Termination. At 12:00 o'clock Midnight, thirty (30) calendar days after the date of the Notice of Termination, this contract shall terminate, become null and void, and be of no further force or effect. Such termination shall not affect or diminish WINKLER County's responsibility for payment of any amounts due and owing at the time of termination of the contract. WINKLER County shall remove at its expense all children placed in the Facility on or before the termination date.

Granbury Regional Juvenile Center
Detention Services Agreement
September 1, 2014 – August 31, 2016

ARTICLE XIV
INDEMNIFICATION

14.01 It is further agreed that Service Provider will indemnify and hold harmless WINKLER County, against any and all negligence, liability, loss, cost, claims or expenses arising out of wrongful and negligent act(s) of commission or omission by Service Provider, its agents, servants or employees arising from activities under this contract. Service Provider shall have no obligation to indemnify and hold harmless WINKLER County for any act(s) of commission or omission of the County or the County's agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

ARTICLE XV
REPRESENTATIONS & WARRANTIES

15.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;

B. That is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for, that it is in compliance with all statutory and regulatory requirements for the operations of its business, and that there are no taxes due and owing to the State of Texas, WINKLER County or any political subdivision thereof;

C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Juvenile Probation.

D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XVI
TEXAS LAW TO APPLY

16.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Winkler County, Texas.

ARTICLE XVII
VENUE

17.01 Exclusive venue for any litigation arising from this Agreement shall be in Winkler County, Texas.

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Granbury Regional Juvenile Center
Detention Services Agreement
September 1, 2014 – August 31, 2016

ARTICLE XVIII
LEGAL CONSTRUCTION

18.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XIX
PRIOR AGREEMENTS SUPERSEDED

19.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXIII
PRISON RAPE ELIMINATION ACT

20.01 Service Provider shall comply with all federal, state, county and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

20.02 Under PREA, Service Provider shall make available to the Chief Juvenile Probation Officer all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th (PREA 115.387 (e) and (f)).

20.03 All Contracted Counties shall ensure that their Department employees and/or employees of other agencies that Contracted County sends to the service providers' location (facility) have completed PREA training.

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

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Granbury Regional Juvenile Center
Detention Services Agreement
September 1, 2014 – August 31, 2016

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

IN WITNESS WHEREOF, we hereunto affix our signatures this 11th day of August, 2014

| WINKLER County | 3M Granbury Youth Services, Inc. |
| --- | --- |
| Eric R. De Anda (signature) | Angela Lowe (signature) |
| Eric De Anda<br>Chief Juvenile Probation Officer | Angela R. Lowe<br>Facility Administrator |

WINKLER County

Bonnie Leck (signature)
Authorized Personnel
Bonnie Leck
Winkler County Judge

Following recommendations of Winkler County Health Insurance Committee concerning Winkler County's Health Benefit Plan, a motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve the following changes to the Winkler County Health Benefit Plan:

**AFFORDABLE CARE ACT**
**Mandated Changes Effective October 1, 2014**
**County of Winkler**

- **Preventative Care – 100% No Deductible or Co-Pay will apply**
- **No Pre-Existing requirements for new employees or dependents effective October 1, 2014 or later.**
- **Deductibles, Office Co-Pays and Prescription Drug Co-Pays will apply to the Co-Share / Stop-Loss**

| | |
| --- | --- |
| **Current Stop-Loss:** | **$ 2000 per Individual**<br>**$ 6000 Family**<br>**$ 4000 Specialty Drugs** |
| **RECOMMEND INCREASE TO:** | **$ 6000 per Individual**<br>**$12,000 per Family** |

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to approve request of Commissioner, Precinct No. 1, to purchase John Deere 5075M Utility Tractor with Rotary Cutter from South Plains Implement, Ltd. at the Buy Board price of $56,997.52 for Area I Road and Bridge with $16,500.00 from committed funds and $40,497.52 from capital expenditure funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Wolf and seconded by Commissioner Thompson to approve request of Sheriff to purchase ice machine in the approximate amount of $4,741.50 from Commercial Ice Machine Company for Winkler County Law Enforcement Center from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to table approving request of District Attorney to enter Crane County case information into the Winkler County Odyssey system; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

At 10:00 o'clock A.M., the Court ceased accepting proposals for irrigation and sod installation on ball fields at County Park in Kermit. Only one (1) bid was received and after reviewing same, a motion was made by Commissioner Neal and seconded by Commissioner Thompson that the bid of Aquatic Recreational, Inc. be accepted; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

WEST TEXAS
1047 S. POPLAR ST.
P.O. BOX 1154
KERMIT, TX 79745
(432) 488-8743

AQUATIC RECREATIONAL, INC.

DFW AREA
4684 ADRIAN WAY
PLANO, TX 75024
(214) 909-8561
(972) 767-3004 FAX

**COMMERCIAL PROPOSAL**
***for* COUNTY OF WINKLER**
**KERMIT PARK BALL FIELD IMPROVEMENTS PH V, PART II**
**SOD AND HYDROMULCH**
*KERMIT, TEXAS*
*Proposal issued July 30, 2014*

*This proposal issued on this 30th day of July, 2014 for the grace estimation of sod and hydromulch at the ballfields and common area in Winkler County Park in Kermit*
*This proposal includes commercial liability, auto and worker's compensation insurance and all applicable state and local taxes*
*The work performed shall have a one year (1) warranty for both labor and materials used materials and applicable manufacturer's warranty as issued*
*All pricing shall be turnkey and include materials, delivery, fuel surcharges, and installation*
*Price includes bid bond, performance and payment bond. Proposal valid for 60 days*

**Scope of Work to Include:**

**Baseball Field**
Delivery and installation for green area Bermuda grass
Includes soil prepreparation

**Little League Field**
Delivery and installation for 3 fields of total green area of
Bermuda grass installed and delivered. Includes soil preparation

**Common Areas Between Fields**
Hydromulch Bermuda seed, includes paper mulch, Bermuda seed,
fertilizer Aqua Smart, and Labor

**Common Areas Out Side the Fields**
Hydromulch Bermuda seed, includes paper mulch, Bermuda seed,
fertilizer Aqua Smart and Labor

**TOTAL PROPOSAL:**..... $ 277,212

***Not Included in this proposal:***
* Relocation of existing electric if necessary
* Irrigation costs for area east of maintenance road will be bid separately.

Kermit Ballfields Sod and Hydromulch 1 8/5/2014

***Included in Proposal:***
**Bid Bond**: The amount of the bond shall be five percent (5%) of the total amount of the bid

**Payment & Performance Bond:**
The amount of the bond shall be for the full amount (100%) of the bid.

**Commercial Insurance as follows:**
Limits of General Liability:
$1,000,000 Each Occurrence
$2,000,000 – General Aggregate Limit
$2,000,000 – Products / Completed Operations
$1,000,000 – Advertising / Personal Injury
$ 5,000 – Premises Medical Payments

**Automobile Liability**
Business Auto Liability with limits of $1,000,000 Combined Single Limit.

**Workers Compensation and Employers Liability**
Employers Liability Insurance limits of
$1,000,000 Each Accident for bodily injury by accident and
$1,000,000 Each Employee for injury by disease.

Kermit Ballfields Sod and Hydromulch 7 8/5/2014

WEST TEXAS
1047 S. POPLAR ST.
P.O. BOX 1154
KERMIT, TX 79745
(432) 488-8743

AQUATIC RECREATIONAL, INC.

DFW AREA
4684 ADRIAN WAY
PLANO, TX 75024
(214) 909-8561
(972) 767-3034 FAX

**COMMERCIAL PROPOSAL**
*for* **COUNTY OF WINKLER**
**KERMIT PARK BALL FIELD IMPROVEMENTS PH V, PART II**
**IRRIGATION SYSTEM AND PARTS**
*KERMIT, TEXAS*
*Proposal issued. August 5, 2014*

*This proposal issued on this 30th day of July 2014 for the price estimation of a complete irrigation system at the "future" ballfields at Winkler County Park in Kermit.*
*This proposal includes commercial liability, auto and worker's compensation insurance and all applicable state and local taxes.*
*The work performed shall have a one year (1) warranty for both labor and materials used, materials and applicable manufacturer's warranty as issued*
*All pricing shall be turnkey and include materials, delivery, fuel surcharges, and installation.*
*Price includes bid bond, performance and payment bond. Proposal valid for 60 days*

**Construction to be performed in accordance with:**
International Building Code
National Plumbing Code
National Electrical Code
Contractor Health and Safety Plan

**Scope of Work to Include:**

**Complete Irrigation System:**
Sprinkler heads Hunter I 40 Series
Rainbird Rotors 5000 Series
Electric valves 2" Hunter ICV Sand Handler
Hunter reduce pressure valve
Piping, main sch 40, lateral class 200
4" Main line, 2" Lateral line
1" Swing joints
Wire nuts and waterproof connectors:
Valve boxes Ametek Economy Turf Box
Timer Hunter ICC 12 station indoor
Rain sensor wireless Hunter brand
Labor and services
One year warranty and service

**Centrifugal Separator:**
6" Centrifugal separator with S.S. Screen
Sand Separator
Parts and Labor for all

**TOTAL PROPOSAL:**..... $ 98,374

Kermit Ballfields Irrigation 1 8/5/2014

***Not Included in this proposal:***
* Re[illegible]cation of existing electric if needed.
* Grass costs for area ~~east~~ west of maintenance road will be bid separately.

***Included in Proposal:***
**Bid Bond** The amount of the bond shall be five percent (5%) of the total amount of the bid

**Payment & Performance Bond:**
The amount of the bond shall be for the full amount (100%) of the bid

**Commercial Insurance as follows:**
Limits of General Liability:
$1,000,000 - Each Occurrence
$2,000,000 General Aggregate Limit
$2,000,000 – Products / Completed Operations
$1,000,000 – Advertising / Personal Injury
$ 5,000 Premises Medical Payments

**Automobile Liability**
Business Auto Liability with limits of $1,000,000 Combined Single Limit.

**Workers Compensation and Employers Liability**
Employers Liability Insurance limits of
$1,000,000 Each Accident for bodily injury by accident and
$1,000,000 Each Employee for injury by disease.

Kermit Ballfields Irrigation 2 8/5/2014

A motion was made by Commissioner Wolf and seconded by Commissioner Stevens to approve payments in the amounts of $2,577.81 and $2,722.94 to Don Wise Transportation Services for pre-mix from lateral road funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Thompson and seconded by Commissioner Stevens to approve payment in the amount of $5,960.45 to United States Postal Service for postage and supplies for County Tax Assessor-Collector's office from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Wolf to approve payment in the amount of $2,811.01 to Dorothy Holguin, Special Prosecutor, for seminar on Criminal Law, Advanced Criminal Law in Houston from District Attorney Grant funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to approve payment in the amount of $6,180.00 to Diamond A Ranch for caliche, $5,700.00 from budgeted lateral road funds and $480.00 from Winkler County Golf Course budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payment in the amount of $4,100.00 to DACO Fire Equipment for hose for Kermit Volunteer Fire Department from budgeted funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

There were no park project claims or hospital software project claims for the Court to consider at this time.

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve payroll; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

There were no line item adjustment(s) or budget amendment(s) for the Court to consider at this time.

A motion was made by Commissioner Stevens and seconded by Commissioner Thompson to receive the following Monthly Reports from County Officials of fees earned and collected for the month of July, 2014;

MONTHLY REPORTS

For the Month of July 2014

| | Date Received | Amount |
|---|---|---|
| Tommy Duckworth, Co Attorney Fee 25.00 Hot Check $4500 | 8-11-14 | $70.00 |
| Bonnie Leck, County Judge | 8-4-14 | $8.00 |
| Minerva Soltero, Tax Assessor | 8-11-14 | $10,593.21 |
| Shethelia Reed, County Clerk | 8-4-14 | $25,414.02 |
| Glenda Mixon, JP Precinct #2 | 7-31-14 | $713.10 |
| Sherry Terry, District Clerk | 8-4-14 | $4645.40 |
| DeLynn Trammell, JP Precinct #1 | 8-6-14 | $6686.37 |
| George Keely, Sheriff | 8-4-14 | $6880.20 |
| Eric DeAnda, Probation | | |
| Billy Stevens, Commissioner Precinct #1 | | |
| Robbie Wolf, Commissioner Precinct #2 | | |
| Randy Neal, Commissioner Precinct #3 | | |
| Billy Ray Thompson, Commissioner Precinct #4 | | |
| Jeanna Willhelm, Auditor Investment | | |
| Eulonda Everest, Treasurer | | |
| Lee Wilson, Constable Pct # 2 | | |
| Richard Crow, Constable Pct #1 for June 2014 | 7-16-14 | 0 |

which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to examine and approve bills over $500.00 and place in line for payment; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

A motion was made by Commissioner Neal and seconded by Commissioner Thompson to approve claims against the County and pay as per list of vouchers submitted; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

At this time the Court took a short recess and then returned to open session and entered into Budget Workshop.

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to adjourn the meeting; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Stevens, Wolf, Neal and Thompson
Noes: None

MINUTES approved the_____day of_____, 20_____.

_____
COUNTY CLERK