

AGENDA ITEM 17

Consider approving contract for Juvenile Services residential treatment services with Victoria County.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve contract for Juvenile Services residential treatment services with Victoria County.

Vote: 5 - 0

<Attachment>



COUNTY OF VICTORIA

TELEPHONE (361) 575-1478

VICTORIA COUNTY COURTS BLDG.

115 N. BRIDGE

VICTORIA, TEXAS

VAL D. HUVAR
COUNTY CLERK

MAILING
P.O. BOX 1968
VICTORIA, TEXAS 77902

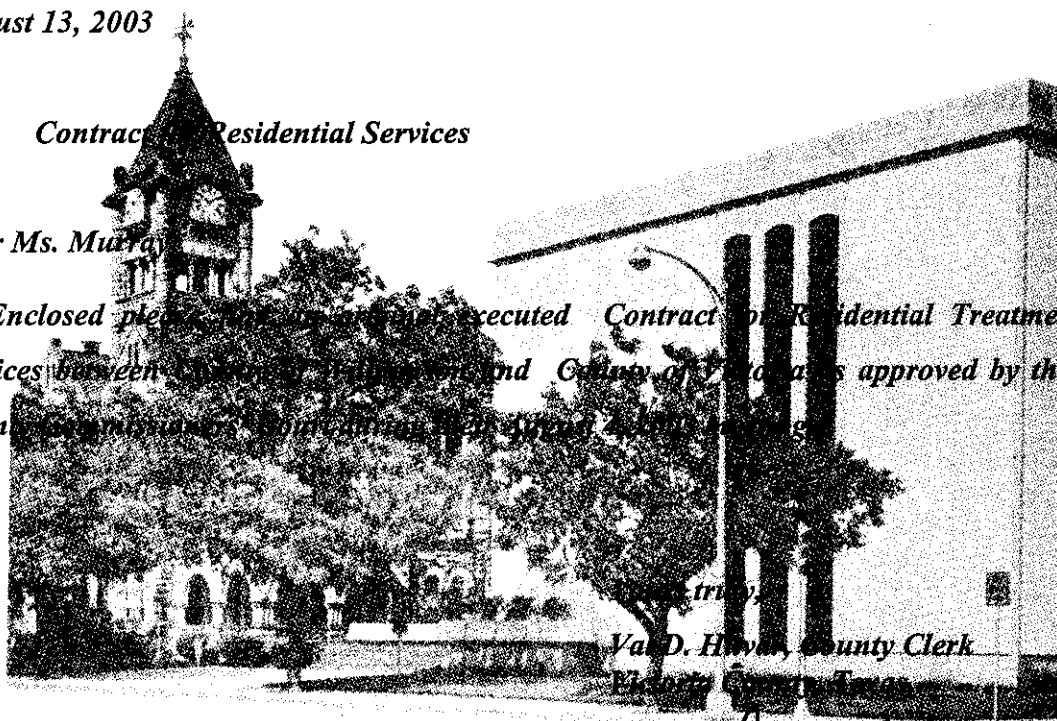
*Williamson County Juvenile Services
Attn: Robyn Murray, Business Manager
1821 s. E. Inner Loop Suite 1
Georgetown TX 78626*

August 13, 2003

Re: Contract for Residential Services

Dear Ms. Murray,

Enclosed please find the original executed Contract for Residential Treatment Center Services between Williamson County and County of Victoria as approved by the Victoria County Commissioners. Thank you for your assistance in this matter.



*Very truly,
Val D. Huvar, County Clerk
Victoria County, Texas*

By: *Gina Howard*
Gina Howard, Deputy

VDH/gh
Enclosures (1)

STATE OF TEXAS COUNTY OF WILLIAMSON

Contract For Residential Treatment Center Services

This contract for Residential Treatment Center services covers **Michael Burges** only

ARTICLE X - CONTRACT PERIOD

The Contract period will begin on the **07-18-03** and will terminate on the **09-30-03**.

This agreement is entered into by and between the COUNTY OF WILLIAMSON, hereinafter called "**COUNTY**", at the request of and in behalf of the WILLIAMSON COUNTY JUVENILE PROBATION DEPARTMENT, hereinafter called "**DEPARTMENT**", and Victoria Regional Post Adjudication Program (*place an X in one: a ☐ non-profit organization; or a ☐ private for profit corporation*) duly existing under the laws of the State of Texas, and hereinafter called "**SERVICE AGENCY**". This agreement is entered into in accordance with the provisions of the Texas Governor's Office, (Criminal Justice Division) and the Texas Juvenile Probation Commission acting through the WILLIAMSON COUNTY JUVENILE BOARD, hereinafter called "**BOARD**".

WHEREAS, the DEPARTMENT by and through the COUNTY and BOARD desire residential care for adolescents; and the SERVICE AGENCY agrees to provide the desired residential care for adolescents.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I - PURPOSE

The purpose of this residential agreement is to provide the DEPARTMENT with residential care for adolescents, limited to those adolescents alleged or adjudicated to have committed delinquent conduct or conduct indicating a need for supervision.

The placement facility to be utilized is: **Victoria Regional Post Adjudication Program**

The facility's mailing address is: **97 Foster Field Drive, Victoria, TX 77904**

ARTICLE II - PROVISIONS OF SERVICES

The SERVICE AGENCY will provide the services for the following behavioral levels of service as defined by the Texas Health and Human Services Coordinating Council (June 6, 1989).

NOTE: Specify here the level of care to be provided: **Four (4)**

Primary, specialized, intermediate, emergency shelter, therapeutic, intensive, or in-patient psychiatric levels of care and services to be provided at each level are those defined by the Texas Health and Human Services Coordinating Council.

- A. For and in consideration of the above-mentioned services, Williamson County Juvenile Services agrees to pay **\$ 88.42 PER DAY** for Residential Treatment Center. This fee does not exceed the actual cost of child care in the Service Agency, and does not exceed the maximum amount for each level recommended by the Texas Health and Human Services Coordinating Council.
- B. The SERVICE AGENCY will satisfactorily perform and complete expectations for Residential Treatment Center services as set forth in ATTACHMENT "A" (*Refer to ATTACHMENT "A", Page 6 of 6*). These services shall be provided by the SERVICE AGENCY and made available to the client at no additional cost to the client or the DEPARTMENT beyond the established daily cost of 88.42 per day.
- C. General expected behavioral/emotional outcomes and benefits for Michael Burges will include, but not be limited to:

- Increased ability to interact appropriately and positively with peers and adults;
 - Increased skill and awareness to recognize personal stress and increasing emotional tension and demonstrate new ability to appropriately manage and resolve these states in a pro-social manner;
 - Increase ability to appropriately verbalize thoughts, feelings, and concerns to others while seeking a positive resolution to a presenting problem.
- D. Recognizing that a part of a client'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 client until his return, the COUNTY agrees to pay the SERVICE AGENCY the full amount due for such regularly scheduled days away from the residential setting or its program provided they do not exceed four (4) days per month per client and that prior written approval has been granted by the DEPARTMENT. The SERVICE AGENCY is under no obligation to retain space for the client in unauthorized departure situations.
- E. Situations which arise and effect payment for services which are not directly addressed by this agreement must have written approval from the DEPARTMENT.
- F. Suspected or alleged cases of child abuse must be immediately reported to the assigned probation officer and to the Texas Department of Human Services.
- G. If a client makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident, the SERVICE AGENCY will insure that the client's parents, and the Probation Officer are notified. The Probation Officer and parents will be informed immediately if during working hours. After normal working hours, the Juvenile Detention Facility will be notified as well as the parents. In the event of serious illness or accident and for any required follow-up care the SERVICE AGENCY shall be responsible for having the client transported to a designated hospital or to a hospital with whom the SERVICE AGENCY has emergency/psychiatric transfer agreements. If possible, a hospital will be designated in WILLIAMSON COUNTY.
- H. **ANY AND ALL MEDICAL/DENTAL TREATMENTS, CLOTHING OR PERSONAL POSSESSIONS REQUIRED TO MEET THE NEEDS OF THE CHILD SHALL BE THE SOLE RESPONSIBILITY OF THE CHILD'S PARENT(S), GUARDIAN OR COURT ORDERED APPOINTED CONSERVATOR, BY EITHER PERSONAL PAYMENT, HEALTH INSURANCE, OR MEDICAID COVERAGE.**
- ♦ If the SERVICE AGENCY'S residential facility is eligible for **MEDICAID** Insurance coverage for the residents, the SERVICE AGENCY shall make application on behalf of the child for **MEDICAID** insurance with the local office.
 - ♦ In the event that the parent or guardian is unable to assume this financial responsibility, or **MEDICAID** insurance is unavailable to the child, the DEPARTMENT will assume responsibility to a limited extent provided funds are available and prior authorization has been secured.
- I. **PAYMENT** is to be made monthly. Claim for payment must be submitted no later than ten (10) days from the last day of the month for which payment is being requested. **INVOICES FOR SERVICES NEED TO BE MAILED TO:** Williamson County Juvenile Services, Attention: Business Office, 1821 S.E. Inner Loop, Suite 1, Georgetown, TX 78626.
- J. **EACH BILLING** must contain:
- The name of the client(s);
 - The number of days in the month (stated consecutively) for which payment is being requested, and
 - The daily rate of services billed.
- K. For and in consideration of the above mentioned services, the COUNTY agrees to pay the SERVICE AGENCY per addendum attached per client for those clients specifically authorized to be placed by the DEPARTMENT.
- L. **THE SERVICE AGENCY SHALL ACCOUNT SEPARATELY FOR THE RECEIPT AND EXPENDITURE OF ANY STATE FUNDS RECEIVED.**
- M. The Service Agency shall contractually notify Service Provider when state funds are used to pay for services. Service Providers paid from state funds shall be contractually required to account separately for the receipt and expenditure of state funds received from Service Agency. The Service Agency shall require clearly specified accounting, reporting, and auditing requirements applicable to any state funds paid to the Service Provider by the Service Agency under contract.
- N. The Service Agency shall require the Service Provider receiving whole or partial payment with any state funds received from TJPC to retain all applicable records for a minimum of three years or until any pending audits and all questions arising there from have been resolved and shall make available for TJPC inspections, all contractual agreements with the Service Provider.

ARTICLE II - INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

- A. The SERVICE AGENCY shall provide a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff, Probation Officer, and whenever possible the child's family or parent(s) within thirty (30) days of the initial placement date.
- B. The IPP shall be reviewed jointly by the appropriate SERVICE AGENCY staff, the child, and the appropriate COUNTY personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.
- C. **THE IPP SHALL STATE:**
- The reasons why the placement will benefit the client;
 - Specific behavioral goals and objectives being sought for the client;
 - How the goals and objectives are to be achieved in the SERVICE AGENCY placement;
 - The number and type of specific services provided including number of hours, general description of each service, and average daily population of each program;
 - How the parent(s), guardian(s), and when possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.
- D. **THE IPP SHALL ADDRESS AREAS WITHIN THE DOMAINS OF:**
- | | | |
|-----------------|--------------------------------|-------------------|
| • Medical | • Safety & Security | • Recreational |
| • Educational | • Mental/Behavioral Health | • Relationships |
| • Socialization | • Parent & Child Participation | • Permanency Plan |
- E. Copies of the IPP and periodic reviews are to be maintained by the SERVICE AGENCY and submitted to the County Program Placement Contract Specialist.
- F. The SERVICE AGENCY shall provide the DEPARTMENT with a written report (*provided by the DEPARTMENT*) of the child's progress on a monthly basis, including an outline of a TRI-PHASE BASIS OF PLACEMENT with anticipated progress of the client moving through each phase.
- G. Unless otherwise stipulated by the County in writing, the child may visit freely with parents and relatives within the facility, outside the facility, and at the home in accordance with established SERVICE AGENCY policies, procedures, privileges and level system.

ARTICLE III - EXAMINATION OF PROGRAM AND RECORDS

- A. The SERVICE AGENCY agrees that it will permit the DEPARTMENT Placement Program Contract Specialist, and any other appropriate DEPARTMENT staff to examine and evaluate the SERVICE AGENCY'S program, and services provided under the terms of this contract and to review DEPARTMENT client records. This examination and evaluation of the program may include scheduled and unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the SERVICE AGENCY and the client.
- B. The SERVICE AGENCY shall provide the DEPARTMENT Placement Program Contract Specialist such descriptive information on contracted clients as requested on forms provided by the DEPARTMENT.
- C. The SERVICE AGENCY agrees to maintain and make available for inspection, audit, or reproduction by the DEPARTMENT Placement Program Contract Specialist or other appropriate representative of the COUNTY, DEPARTMENT and/or the State of Texas, books, documents and other evidence pertaining to the cost and expenses of this contract, hereinafter called the RECORDS.
- D. The SERVICE AGENCY agrees to maintain these RECORDS for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.
- E. The SERVICE AGENCY shall be licensed by the Texas Department of Human Resources or an equally equivalent agency for their programs.

- F. The SERVICE AGENCY shall meet all other required licenses pertaining to health, fire and safety standards and shall provide copies of the most recent reports to the COUNTY and/or DEPARTMENT upon request.
- G. The SERVICE AGENCY shall adhere to all applicable state and federal laws and regulations pertinent to the provision of services to the COUNTY and/or DEPARTMENT.
- H. The SERVICE AGENCY shall meet COUNTY and/or DEPARTMENT standards for subcontract Service Agencies.

ARTICLE IV - FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the SERVICE AGENCY unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of COUNTY clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. Income received by the SERVICE AGENCY toward the support of a client from sources other than this contract such as Social Security, contributions from parents, etc., must be deducted from the COUNTY invoice if such income exceeds the actual cost of maintaining the adolescent in residence.
- C. Under Section 231.006, Family Code, the SERVICE AGENCY certifies that the business entity named in this contract 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.

ARTICLE V - EQUAL OPPORTUNITY

- A. The specified contracted service of: Residential Treatment Center, shall be provided by the SERVICE AGENCY in compliance with the Civil Rights Act of 1964. The SERVICE AGENCY will not discriminate against any race, religion, color, sex, national origin, age, or handicapped condition.
- B. 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, age or handicapped condition.

ARTICLE VI - OFFICIALS NOT TO BENEFIT

No officer, member or employee of WILLIAMSON COUNTY, nor member of its governing body, nor other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises 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/her personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE VII - DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

The Committing Court, COUNTY or DEPARTMENT representative may upon its own initiative based upon perceived or documented default of the SERVICE AGENCY, terminate the whole or any part of this contract in any one of the following circumstances:

- 1. if the SERVICE AGENCY fails to perform the work called for by this contract within the time specified herein or any extension thereof; or
- 2. if the SERVICE AGENCY fails to perform any other provisions of this contract, or so 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 extension as authorized by WILLIAMSON COUNTY in writing) after receiving notice of default.
 - NOTICE OF DEFAULT may be made by the Committing Court, COUNTY or DEPARTMENT representative by either written or verbal notice.

ARTICLE VIII - TERMINATION

- A. The DEPARTMENT reserves the right to terminate the client's placement at the SERVICE AGENCY at its discretion. The SERVICE AGENCY must not release a client to any person or agency other than the DEPARTMENT without the express written consent of the DEPARTMENT.

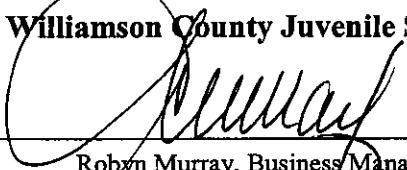
- B. If the need arises to remove the child from the SERVICE AGENCY'S care on an emergency basis, the SERVICE AGENCY will be provided no less than 24 hours verbal notice of the DEPARTMENT'S intent to remove the child from the program. "Emergency basis" is defined for the sake of this contract to include, but not limited to:
- A situation, which if left uncorrected, could put the child in potential risk of physical harm or injury; and/or
 - A situation wherein the SERVICE AGENCY has documented significant cause to have the juvenile immediately removed from their residential program; and/or
 - A situation wherein the child's case has been staffed by appropriate DEPARTMENT personnel and a decision is reached that it is no longer in the child's best interest to continue under the SERVICE AGENCY'S care.
- C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the non-terminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Texas Juvenile Probation Commission, 4900 North Lamar Blvd., 5th Floor East, Austin, Texas, 78751-2316. The decision of the Texas Juvenile Probation Commission or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

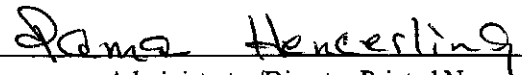
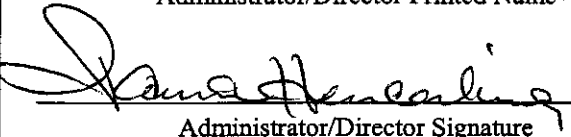
ARTICLE IV - INDEMNIFICATION

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

ARTICLE IV - LAW AND VENUE

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

<p>Williamson County Juvenile Services</p>  <p>_____ Robyn Murray, Business Manager 1821 S.E. Inner Loop, Suite 1 Georgetown, TX 78626</p>

<p>Victoria Regional Post Adjudication Program</p> <p> Administrator/Director Printed Name</p> <p> Administrator/Director Signature</p>
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ATTACHMENT "A"

(EXPECTATIONS FOR RESIDENTIAL TREATMENT SERVICES AT LEVEL OF CARE FOUR (IV))

All of the specific services listed below shall be included in the daily rate/cost the DEPARTMENT pays the SERVICE AGENCY.

MEDICAL/DENTAL:

- Clients shall receive routine and emergency medical and dental care while in placement.
- All incidents involving medical/dental injuries and/or illness requiring professional medical attention, shall be treated promptly and documented by the SERVICE AGENCY. In the event of professional medical treatment, the assigned probation officer and parent(s) shall be notified of the nature of the injury/illness promptly.
- If the client requires psychotropic medications, the SERVICE AGENCY shall establish contracted services with a licensed psychiatrist to monitor and assist with the client's medication/care and to physically visit with the client notes than every 60 days. If the client's medication requires routine blood work to, the psychiatrist shall meet with the client no less than every 30 days.

SUPERVISION, SAFETY & SECURITY:

- The SERVICE AGENCY shall meet Texas Department of Protective and Regulatory Services (TDPRS) licensing requirements and guidelines for Level Four (4) clients, including appropriate staff/resident ratios.
- All incidents requiring use of force by staff to manage the client, or any acts of physical aggression against staff or peers by the client shall be documented by the SERVICE AGENCY. Copies of incidents reports concerning use of force and/or client aggression shall be made available to assigned probation officer promptly after the relevant incident.
- The SERVICE AGENCY shall provide 24 hour supervision for the client, including awake staff during sleeping hours.

RECREATIONAL:

- Clients shall be provided a variety of recreational activities while in placement.

EDUCATIONAL

- The client shall earn full school credit under the local Independent School District where the facility is located. The academic credit must be documented and transferable upon the client's discharge.

MENTAL/BEHAVIORAL HEALTH

- The SERVICE AGENCY shall utilize a behavioral management / "Level System" which emphasizes positive incentives and rewards for improved client behavior, as well as appropriate consequences for negative client behavior.
- The SERVICE AGENCY shall provide private / individual counseling services to the client with a therapist possessing minimum credentials of a Licensed Professional Counselor (LPC) or Masters of Social Work - Advanced Clinical Practitioner (MSW-ACP) for no less than 30 minutes per week. Additional private / individual counseling services shall also be made available upon request from the client. Even upon a request for more counseling from the client, the SERVICE AGENCY is not obligated to provide any more than 60 minutes of individual / private counseling services per week.

INDEPENDENT LIVING SKILLS

- The SERVICE AGENCY shall Independent Living Skills training to all clients 16 years of age or older. Independent Living Skills training shall cover essential elements as: Basic Money Management, Filling Out Job Applications, Maintaining Appropriate and Positive Working Relationships with Co-workers/Supervisors, Basic Nutrition/Menu Planning, Personal Hygiene and Laundry Skills.

SOCIALIZATION & RELATIONSHIPS

- The SERVICE AGENCY shall provide weekly peer group counseling sessions facilitated by qualified staff for the client to give and receive feedback from peers. The emphasis of these groups shall be to teach clients positive peer relationships, general problem solving skills, effective management of daily living issues and/or appropriate communication/listening skills.

PARENT & CHILD PARTICIPATION

- The SERVICE AGENCY will take an active role in facilitating and working toward improved relationships between the clients and parent(s).
- The SERVICE AGENCY shall make available and/or facilitate family counseling services to the client and parent(s) as needed or requested by the DEPARTMENT.

ATTACHMENT

B

CONTRACT FOR RESIDENTIAL SERVICES

This agreement is made on this the 18TH day of JULY 2003, by and between VICTORIA COUNTY and Williamson County, a political subdivision of the State of Texas, hereinafter referred to as ("CONTRACTOR").

WHEREAS, VICTORIA COUNTY operates the Victoria County Juvenile Detention Center ("DETENTION CENTER") and has contracted with other various probation departments for housing of juveniles; and

WHEREAS, the DETENTION CENTER has been duly inspected and certified as being suitable for the detention of juveniles by the Victoria County Juvenile Board.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

1.01 **PURPOSE:** The purpose of the Contract is to provide housing in the DETENTION CENTER for juveniles from the County of CONTRACTOR, that have been adjudicated delinquent and placed on probation, and are court ordered as a condition of probation to be placed in the Post-Adjudication Placement Alternative.

ARTICLE II

2.01 **TERM:** The term of this contract is for a period commencing on the 18th day of July, 2003 and terminating on the 30th day of September, 2003. Thereafter, this agreement shall automatically be renewed for consecutive six (6) month periods unless either party issues a notice of intent to terminate thirty (30) days prior to the date of termination as outlined in Section 2.02 of this agreement.

2.02 **TERMINATION:** This contract may be terminated without cause by either party upon thirty (30) calendar days written notice to the other party. This contract may also be terminated immediately for cause if CONTRACTOR fails to provide proper documentation or otherwise breaches the covenants and agreements contained herein.

CONTRACTOR shall remove, on or before the termination date, all juveniles placed by CONTRACTOR in the DETENTION CENTER.

-1-

ARTICLE III

3.01 FACILITIES: VICTORIA COUNTY agrees to provide those juveniles housed in the DETENTION CENTER, room , board, and 24 hour daily supervision and approved educational program, recreational facilities, and counseling. Such detention space and service shall be provided by VICTORIA COUNTY at the request of CONTRACTOR. Such space, however, will be provided by VICTORIA COUNTY to CONTRACTOR on a space available basis, (as determined by VICTORIA COUNTY).

3.02 MEDICAL: In the event the parent of any juvenile and/or such juvenile medical insurance does not cover the cost of medical care, emergency examinations, treatments, and/or hospitalization, CONTRACTOR agrees to be responsible for payment. VICTORIA COUNTY will notify CONTRACTOR of any medical emergency or condition requiring medical care within one regular working day of its occurrence.

ARTICLE IV

4.01 FEES: For services rendered under this Agreement, CONTRACTOR shall pay the sum of EIGHTY-EIGHT DOLLARS AND FORTY-TWO CENTS (\$88.42) per day per child for each day the CONTRACTOR has juveniles in the DETENTION CENTER. Charges will include the day of admittance, regardless of hour of admittance; plus the number of days until released, including day of release, regardless of hour.

4.02 BILLING VICTORIA COUNTY agrees to furnish CONTRACTOR an itemized bill, which shall include the daily charges specified above and all reimbursable expenses incurred by VICTORIA COUNTY for juveniles of CONTRACTOR through the date of the bill. Billings shall be made to CONTRACTOR at the following address Williamson County Juvenile Services, Attention: business Office, 1821 S.E. Inner Loop, Suite 1, Georgetown, TX 78626, or such address requested in writing by CONTRACTOR.

4.03 PAYMENT: Payment shall be made monthly within thirty (30) days after billing by VICTORIA COUNTY.

Payment shall be made to:

Victoria County Juvenile Services Department
97 Foster Field Dr.
Victoria, Texas 77904

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ARTICLE IV

5.01 CONDITIONS FOR PLACEMENT: When a juvenile is transported to the DETENTION CENTER, the officer effectuating the transfer should have the following with him:

- (1) Two copies of the signed Disposition Order with the conditions ordering the child into placement;
and
- (2) A copy of the written notification from CONTRACTOR to child's parents advising of his or her whereabouts.

5.02 RELEASE: Juveniles placed in Post-Adjudication care in the facilities shall be released at the time specified by the Court Order issued by the Judge of the Juvenile Court of CONTRACTOR, and at such time, CONTRACTOR shall, at its expense, remove such Juveniles from the facility.

5.03 CHARGES FOR TRANSPORTATION: Should a juvenile in Post-Adjudication care not be removed by CONTRACTOR, its agents, servants, or employees as noted in above section 5.02 by 12:00 noon of the last day of placement, VICTORIA COUNTY will immediately deliver the juvenile to the Juvenile Court or a person authorized by the CONTRACTOR to receive Juveniles. CONTRACTOR shall be assessed a traveling charge to be determined by VICTORIA COUNTY.

5.04 ORDERS OF RELEASE: Juveniles placed in the DETENTION CENTER shall not be removed prior to the dates set forth in the Court Order except to the Probation Officer or as allowed in Section 5.05, without delivery of Order for Release signed by the Judge of the Juvenile Court of CONTRACTOR. In the event said juvenile is not removed by the CONTRACTOR, VICTORIA COUNTY is hereby authorized to immediately deliver the juvenile to the CONTRACTOR or person authorized by the CONTRACTOR to receive juveniles. CONTRACTOR shall be charged for same in accordance with Section 5.03 above.

-3-

Executed this th

JANUARY 1

copy for all purp


Chairman
Victoria County

Chairman

Board

5.05 **EXAMINATIONS:** If a juvenile is placed in the DETENTION CENTER and if found, in the sole judgment of VICTORIA COUNTY, to be mentally or physically unfit, dangerous and/or unmanageable or such juvenile's mental condition would or might endanger that juvenile or other occupants of the DETENTION CENTER, then VICTORIA COUNTY will immediately give notice to all persons authorized by CONTRACTOR to remove the juvenile, and said juvenile shall be removed by an authorized person promptly, but in no event later than 24 hours after notification. In the event said juvenile is not removed, VICTORIA COUNTY is authorized by CONTRACTOR to remove juvenile. CONTRACTOR shall be liable for same in accordance with Section 5.03.

5.06 **ACCEPTANCE:** VICTORIA COUNTY agrees that the DETENTION CENTER will accept any juvenile qualified hereunder, without regard to religion, race, sex, creed, color, or national origin.

ARTICLE VI

6.01 **OPERATION:** Nothing in this contract shall be construed to permit CONTRACTOR, its agents, servants, or employees in any way to manage, direct or instruct VICTORIA COUNTY, its servants or employees in any way respecting any of their work, duties or functions pertaining to the maintenance and operation of the DETENTION CENTER.

ARTICLE VII

7.01 **CONTRACTOR'S RESPONSIBILITY:** CONTRACTOR shall be responsible for, and hold Victoria County harmless from, any and all damages and/or claims that may arise out of the detention of juveniles placed by CONTRACTOR in the DETENTION CENTER. Such responsibility shall include, but not be limited to, breach of confidentiality.

7.02 **CONFIDENTIALITY AND INDEMNIFICATION:** In consideration of VICTORIA COUNTY agreeing to provide access to information or records to a juvenile placed in the DETENTION CENTER by CONTRACTOR, CONTRACTOR agrees to indemnify and hold harmless VICTORIA COUNTY, and or its agents and employees for any damages and/or claims, including, but not limiting to, those incurred in the event that any breach of confidentiality occurs as a result of VICTORIA COUNTY providing the information or records to CONTRACTOR.

-6-

Williamson COUNTY
COMMISSIONERS COURT

John C. Daefler 9-9-03
County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

VICTORIA COUNTY
COMMISSIONERS' COURT

Don Pozzi
Don Pozzi
County Judge

Chris Rivera
Chris Rivera
Commissioner, Precinct 1

Jerry Nobles
Jerry Nobles
Commissioner, Precinct 2

John J. Hammack
John J. Hammack
Commissioner, Precinct 3

Wayne D. Dierlam
Wayne D. Dierlam
Commissioner, Precinct 4

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Addendum to Residential Contract

As required for 2003 State Financial Assistance Contracts, the following are added as an addendum to and supplement of the above referenced contract:

1. The goals, outputs, and measurable outcomes directly related to program objectives are:

For youths placed in the post-adjudication, long-term residential program to successfully complete the program by gaining insight into why they commit criminal acts and help them devise alternatives to this type of behavior.

Each youth placed with Victoria County shall have a written Individual Case Plan (ICP) developed in concert with the youth and mutually agreed upon by the appropriate Contractor's staff and appropriate county personnel within 30 days of placement.

THE ICP SHALL ADDRESS AREAS WITHIN THE DOMAINS OF:

- | | | |
|-----------------|--------------------------------|-------------------|
| • Medical | • Safety & Security | • Recreational |
| • Educational | • Mental/Behavior Health | • Relationships |
| • Socialization | • Parent & Child Participation | • Permanency Plan |

The ICP, shall be reviewed jointly by the appropriate Detention Center staff, the child, and the appropriate contractor's personnel at reasonable intervals, not to exceed ninety (90) days, to assessed the youth's progress with modification of the ICP being made when indicated.

The ICP shall contain the reasons why the placement will benefit the youth; shall specify behavioral goals and objectives being sought for each youth; shall state how the goal and objectives are to be achieved in the Detention Center placement; and shall state how the parent(s), guardian(s), and where possible, grandparents, or other extended family members will be involved in the Individual Case Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervisor as defined in the Texas Family Code.

Copies of the original ICP and the periodic reviews are to be maintained by the Detention Center and the Contractor Placement Officer.

The Detention Center shall provide each youth's Probation Officer with a written report of the child's progress on a monthly basis.

This contract may be terminated if Victoria County fails to achieve the defined objectives.

2. Contractor shall provide certification of eligibility to receive state funds as required by Texas Family Code Section 231.006.

3. With respect to any contracts between Victoria County and any subcontractor, the 2003 State Financial Assistance Contract will be adhered to:

All subcontractors shall be required to adhere to all applicable state and federal laws and regulations pertinent to the subcontractor's provision of services.

All subcontractors will account separately for the receipt and expenditure of any and all state funds received from Victoria County.

All subcontractors receiving any funds under this contract shall retain all applicable records for a minimum of three years or until pending audits and all questions arising therefrom have been resolved.

Victoria County shall conduct regular financial and programmatic monitoring of all service provided subcontractors to ensure performance of and compliance with contractual provisions between Victoria County and any subcontractor.

AGENDA ITEM 18

Consider approving an increase in rates at the Williamson County Landfill.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To approve an increase in rates at the Williamson County Landfill contingent upon the Auditor's review of the new rates. The new rates are as follows:

Uncompacted Rate (\$/cubic yard) \$6.25

Compacted Rate (\$/cubic yard) \$6.50

Vote: 5 - 0



The Honorable John Doerfler
Williamson County Judge
Williamson County Courthouse
710 Main Street
Georgetown, Texas 78626

Subject: Williamson County Landfill
Annual Price Adjustment

Dear Judge Doerfler,

As stipulated in Section 6 – Guaranteed Disposal Capacity and Rate Control of the Williamson County Landfill Operation Agreement, this letter provides documentation for the annual adjustment in landfill disposal rates which will be effective October 1, 2003.

The Type I sanitary landfills in the CAPCO area used to determine the appropriate adjustment in disposal rates are as follows:

Facility	Uncompacted Rate (\$/cubic yard)	Compacted Rate (\$/cubic yard)
Austin Community Landfill	7.00	8.40
BFI Sunset Farms Landfill	7.25	7.45
Texas Disposal Systems LF	6.50	6.75
Average	6.91	7.53

Note: Above disposal rates include state fees.

We are requesting an increase in disposal rates at the Williamson County Landfill as indicated below, along with the 'pull-off' charges increasing from \$5.00 to \$10.00 per load:

	Uncompacted Rate (\$/cubic yard)	Compacted Rate (\$/cubic yard)
Present	5.90	6.15
Proposed	6.25	6.50

Note: Above disposal rates include state fees.

We appreciate your consideration of this proposed price adjustment at the Williamson County Landfill. Please let us know if the proposed increase in rates is acceptable. If you have any questions regarding this matter, please contact me at 512-272-6254 in Austin.

Sincerely,
James "Bubba" Smith

District Manager
Waste Management of Texas, Inc.

AUSTIN COMMUNITY LANDFILL

9900 Giles Rd.
Austin, Texas 78754
(512) 272-6228
(512) 272-9370 Fax

Commissioner's Court request:
Have David Flores
review for compliance
with landfill contract.

approved 9-9-03 - contingent on Auditor O. R. Thomas Jr.
John C. Doerfler

9/10/03
Smt to Auditor