

**AGENDA ITEM 26**

Consider approving Contract for Residential (Boot Camp) Services between the County and Nueces County.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve Contract for Residential (Boot Camp) Services between the County and Nueces County.

Vote: **3 - 0**

< Attachment >

STEVEN L. SCHWERIN  
Chief Probation Officer



NUECES COUNTY JUVENILE PROBATION DEPARTMENT  
COUNTY OF NUECES 2310 GOLLIHAR  
CORPUS CHRISTI, TEXAS 78415  
361-855-7303  
**CONTRACT FOR RESIDENTIAL (BOOT CAMP) SERVICES**

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 between \_\_\_\_\_ County, herein after referred to as Sending County and Nueces County hereinafter called Service Agency, by this Agreement, and in consideration of the mutual promises set forth below, agree as follows:

**I. PROVISION OF SERVICE**

The Service Agency agrees to provide residential services, for adjudicated juvenile offenders (clients) that are ordered into residential placement by District Court of Sending County. Residential services will be provided for Level of care 4 in a post adjudication Bootcamp program.

Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Services, and by the Texas Health and Human Services Coordination Council.

- A. For and in consideration of the above mentioned services, SENDING COUNTY agrees to pay Nueces seventy five (\$75.00) per client day. This fee does not exceed actual cost of child care in the Service Agency, and does not exceed the amount allowed in the current CJD Maximum Rate Schedule. The sending county will be billed for \$75 per placement day minus any allocation provided by the state of Texas for Nueces County's operating expenses as a secure post adjudication facility.
- B. 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, and other approved leave and that the Service Agency must retain space for this client until his return, SENDING COUNTY 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.

- C. If a client makes an unauthorized departure from the Service Agency, SENDING COUNTY shall be notified immediately. If the client returns to the Service Agency within ten days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten days payment.
- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.
- E. Payment is to be made monthly. Claim for payment will be submitted by Nueces County no later than thirty days from the last day of the month for which payment is being requested.
- F. Each billing will contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is being requested.
- G. The Service Agency is under no obligation to accept a client who is deemed inappropriate by the service agency for placement in the program. Pre-screening and acceptance of the client for placement shall precede recommendation to the Juvenile Court for Court ordered placement.

## **II. INDIVIDUAL PROGRAM 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 client and mutually agreed upon by the appropriate Service Agency staff and appropriate Sending County personnel prior to placement.
- B. The IPP, shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate Sending County personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made whenever necessary at the discretion of Service Agency.
- C. 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 goal and objectives are to be achieved in the Service Agency 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 Program Plan to assist in preventing or controlling the clients's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.
- D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the Sending County Probation Department.
- E. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.
- F. Nueces County Justice Bootcamp shall identify goals and outputs and document measurable outcome which relate to program objectives.
- G. Under Section 231.006, Family Code, the Service Agency certifies that the



- individual or business entity named in this contract, bid, or application is not ineligible to receive the specific grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- H. The Service Agency shall adhere to all applicable state and federal laws and regulations pertinent to the Service Agencies provision of services.
  - I. The Service Agency shall account separately for the receipt and expenditure of any and all funds received under this contract.
  - J. The Service Agency shall maintain all applicable records for a minimum of three years or until any pending audits and all questions arising therefore have been resolved.
  - K. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer and the Sending County Placement Officer immediately and ensure that parents and proper authorities, including the Texas Department of Human Services, are notified.
  - L. The Service Agency 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 the Sending County without the express consent of the Sending County.
  - M. The Sending County must approve the child's participation in any furlough's home visit, or extended agency trips.
  - N. Unless otherwise stipulated by the Sending County, the child may visit freely with parents and relatives in accordance with established Service Agency policies.
  - O. Suspected or alleged cases of child abuse must be immediately reported to the Sending County Placement Officer and the Department of Human Services. TJPC, and the local law enforcement agency will be notified in accordance with the law if the abuse is alleged to have occurred in the placement facility.
  - P. Medical and Dental expenses incurred during placement are the responsibility of the Sending County and will be billed and paid within the regular monthly billing.

### **III. EXAMINATION OF PROGRAM AND RECORDS**

- A. The Service Agency agrees that it will permit the Sending County to examine and evaluate its program of services provided under the terms of this Contract and to review Sending County client 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.

- B. The Service Agency shall provide to the Sending County such descriptive information on contract clients as requested on forms provided by the Sending County.
- C. The Service Agency agrees to maintain and make available for inspections, audit, or reproduction by an authorized representative of Sending County and 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.

#### **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 Sending County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that Sending County is not charged for such fiscal support for which the client is otherwise eligible.

#### **V. EQUAL OPPORTUNITY**

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicap.

#### **VI. OFFICIALS NOT TO BENEFIT**

No officer, member or employee of Sending County or 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 personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

#### **VII. DEFAULT**

Sending County may give written notice of default to the Service Agency and terminate 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 of the other provisions of this Contract, or so fails to prosecute the work as to endanger performances 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 Sending County in writing) after receiving notice of default.

#### **VIII. TERM AND TERMINATION**

- A. This contract is for an initial term of one year commencing on the date of the latest execution signature below and shall automatically renew unless terminated as here in provided.
- B. This Contract may be terminated by either party by giving ten (10) days written notice to the other party hereto of the intention to terminate. Notice must be given to those parties signing this contract.
- C. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after notifying the Sending County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.

#### **IX. LAW AND VENUE**

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

#### **X. CONTRACT PERIOD**

This Contract period will begin on the date of execution and may be amended from time to time by written mutual agreement by both parties. Failure by CONTRACTOR to comply with this contract or a failure to achieve the set goals and/or outcomes may result in a termination of the contracts.



STEVEN L. SCHWERIN  
Chief Probation Officer



NUECES COUNTY JUVENILE PROBATION DEPARTMENT  
2310 GOLLIHAR  
CORPUS CHRISTI, TEXAS 78415  
361-855-7303

XI. NOTICE

Any notice provided here under shall be delivered in accordance with the following:

Notice to:

Nueces County  
Attn: Nueces County Judge  
901 Leopard, Ste. 301  
Corpus Christi, TX 78401

Sending County:

Williamson County  
Attn: John C. Doerfler  
Address: 710 Main Suite 201  
Georgetown, Texas 78626

By: \_\_\_\_\_  
Nueces County Judge  
Richard M. Borchard

By: John C. Doerfler  
Sending County  
Authorized Signature  
John C. Doerfler - County Judge

Date: \_\_\_\_\_

Please print name & title of person  
signing above.

Date: 12-30-03

By: \_\_\_\_\_  
Nueces County Juvenile Board Chairman

Date: \_\_\_\_\_

For Notarized Copies (If applicable):

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Notary Stamp