

**COMMISSIONERS' COURT  
OF WINKLER COUNTY, TEXAS  
REGULAR MEETING**

TIME: 9:00 O'CLOCK A.M.  
DATE: MONDAY, AUGUST 10, 2020  
PLACE: VIRTUAL MEETING

*Notice is hereby given that at the Meeting of the above named Commissioners' Court the following subjects will be discussed and appropriate action taken\*. These subjects may or may not be discussed in the order shown. \*All items listed below as part of the called "Consent Agenda Items" require no deliberation by the Court. Each Court member has the prerogative of removing an item from this agenda so that it may be considered separately.*

**Pursuant to the Suspension Order by Governor Abbott, the Commissioners Court meeting will be closed to protect the public, staff and members from potential exposure to the Coronavirus (COVID-19). The public may participate in the meeting through the following video conference link: Zoom – Meeting ID# 4050268443 Password: cc**

1. Call Meeting to Order.
2. Consent Agenda Items:
  - (a) Approve payroll.
  - (b) Receive monthly report of County Treasurer.
  - (c) Approve bills over \$500.00.
  - (d) Approve claims against county.
  - (e) Receive Monthly Report of Investment Officer.
  - (f) Consider for approval payment in the amount of \$100.00 to Far West Texas County Judges & Commissioner's Association for membership dues from budgeted funds.
  - (g) Consider for approval payment to D.K. Boyd Land & Cattle Co., for caliche and topsoil in the amount of \$8,400.00 from budgeted lateral road funds.
  - (h) Consider for approval proposal from Otis Elevator for Elevator Inspection-Five Year Full Load in the amount of \$2,100.00 from budgeted funds.
  - (i) Consider for approval payment to State Farm Fire and Casualty Company in the amount of \$200.00 from budgeted funds for the following surety bonds:
    - i. Elvia Hernandez, Winkler County Community Supervision and Corrections Department in the amount of \$100.00 for the period of July 23, 2020 to July 23, 2021.
    - ii. James Darin Mitchell, Winkler County Sheriff's Department in the amount of \$100.00 for the period of October 4, 2020 to October 4, 2021.
  - (j) Consider for approval the following contracts for juvenile offender placement;
    - i. Contract for Residential Services Rite of Passage, Inc., between Winkler County Juvenile Probation and Rite of Passage, Inc., for the period of September 1, 2020 through August 31, 2021;
    - ii. Contract and Agreement for Secure Long-Term and Short-Term Residential Service of Juvenile Offenders between Winkler County and Hays County Juvenile Board, for the period of September 1, 2020 to August 31, 2021;
    - iii. Contract for Detention Services between Winkler County and Randall County for the period of October 1, 2020 through September 30, 2021;

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- iv. Contract for Secure Residential Services between Winkler County and Randall County for the period of October 1, 2020 through September 30, 2021;
  - v. Interlocal Cooperation Agreement - Post-Adjudication Secure Correctional Facility Residential Treatment Services between Winkler County and Randall County for the period September 1, 2020, to August 31, 2021;
  - vi. Contract for Residential Services between Winkler County Juvenile Probation and The West Texas Boys Ranch for the period September 1, 2020 through August 31, 2021; and
  - vii. Contract for Residential Services between Winkler County Juvenile Probation and Father Flanagan's Boys' Home for the period of September 1, 2020 to August 31, 2021.
3. Hear presentation by Brown Reynolds Watford Architects on EMS station.
  4. Receive Annual Report of Minerva Soltero, Winkler County Tax Assessor-Collector.
  5. Consider, discuss, and approve Sheriffs' and Constables' Fees Schedule for 2021.
  6. Consider, discuss, and take necessary action on the use, policies, and fees for Kermit Community Center.
  7. Consider, discuss, and approve installation of carpet and flooring by Pinner Carpets, Inc., at the Winkler County Law Enforcement Center in the amount of \$34,109.24 from committed jail equipment funds.
  8. Consider for approval payment to Acorn Glass Company for glass and installation at Winkler County Law Enforcement Center in the amount of \$10,625.44 from contingency funds.
  9. Consider for approval payment to Texas Commission on Law Enforcement in the amount of \$1,000.00 for TCLOE application fee for District Attorney's office from Pre-Trial Diversion Fund.
  10. Consider for approval Contract Agreement between Jessica A. Harrison, M.Ed., LPC and Winkler County Juvenile Probation Department to provide therapeutic services to youth on deferred adjudication or juvenile probation for the period of September 1, 2020 to August 31 2021 to be paid from Grant A Funds.
  11. Approve change orders and modifications for Winkler County Courthouse.
  12. Approve Winkler County Courthouse construction claims.
  13. Approve change orders and modifications for Kermit Community Center.
  14. Approve Kermit Community Center construction claims.
  15. Approve change orders and modifications for Winkler County Golf Course.
  16. Approve Winkler County Golf Course construction claims.
  17. Approve change orders and modifications for Winkler County Airport.
  18. Approve Winkler County Airport construction claims.
  19. Approve Winkler County EMS construction claims.
  20. Receive monthly reports from county officials.

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21. Discuss and approve line item adjustments.
22. Discuss and approve budget amendments.
23. Budget Workshop.
24. Adjourn.

WINKLER COUNTY TREASURER'S REPORT  
 GENEVA BAKER  
 JUNE 1, 2020 to JUNE 30, 2020

Balance as of MAY 31, 2020		\$418,361.78
Amount Received JUNE 2020	\$2,093,592.69	
Void Checks		
OUTSTANDING		
REVENUE DEPOSITS TOTAL		\$2,093,592.69

Amount paid out JUNE 2020

ACCTS PAY		\$1,445,327.97
PAYROLL		\$316,156.63
FICA-IRS TAX PYMT		\$119,975.91
WIRE TRANSFERS-TX DEPT OF CJ		\$792.14
CHILD SUPPORT		\$1,257.22
WIRE TRANSFERS		
RTN NSF		\$56,116.69
TCDRS		\$94,689.04
		<b>\$2,034,315.60</b>

AMOUNT TO BALANCE	\$477,638.87	\$477,638.87
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\$477,638.87	\$2,511,954.47	\$2,511,954.47
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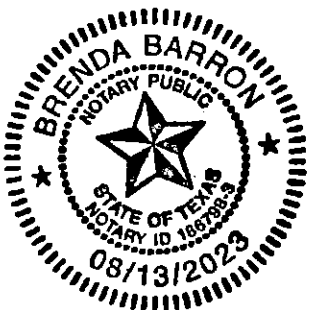
Geneva Baker  
 Geneva Baker, County Treasurer

STATE OF TEXAS

COUNTY OF WINKLER

SUBSCRIBED AND SWORN to before me on the 4<sup>th</sup> day  
 of August, 2020.

Brenda Barron  
Winkler County,  
 Winkler County, Texas



FAR WEST TEXAS COUNTY JUDGES & COMMISSIONER'S ASSOCIATION  
PO BOX 622

MERTZON, TX 76941  
325.835.4111  
325.835.7047 FAX

**INVOICE #1000**

July 31, 2020

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To: Member County Judges of The Far West Texas Judges & Commissioner's Assoc.

**Annual County Membership Dues for 2020**

**\$100.00**

This invoice is for your Annual County Membership to the Far West Texas County Judges & Commissioner's Association. Your support is greatly appreciated and dues are payable upon receipt.

Please make payment to: FWTCJ&CA

Checks may be mailed to:

Attn: Carolyn Huelster  
PO Box 622  
Mertzon, TX 76941

**Attached is a list of FWTCJ&CA County Members. You are receiving this invoice as your county is a member of FWTCJ&CA and dues are payable to the association for all member counties.**

Please contact Carolyn Huelster at [carolyn.huelster@co.irion.tx.us](mailto:carolyn.huelster@co.irion.tx.us) or call 325.835.4111 if you need further assistance.



**D. K. BOYD LAND & CATTLE CO.**

3317 Andrews Hwy  
Midland, Texas 79703  
(432) 685-1022

DATE: 08-03-20

INVOICE NO.: WC-CR101R-07-20001

**INVOICE**

TO: Winkler County  
Drawer O  
Kermit, Texas 79745

Attn: Billy Stevens

FOR: County Road 101 Repair - Caliche Use and Topsoil  
Winkler County, Texas

1. 1,680 yd<sup>3</sup> caliche used for repair work on County  
Roads @ \$5.00/yd<sup>3</sup>.

\$ 8,400.00

TOTAL:

\$ 8,400.00

*Lat. Road*

*Billy Stevens*  
*C. M. Udy*

RECEIVED

AUG - 4 2020

AUDITOR'S OFFICE

*Agenda 8/10/2020*

Net 10 Days - Payable to D.K. BOYD Land & Cattle Co.



© 2000 D.K. Boyd Land & Cattle Co. Winkler County, TEXAS. ALL RIGHTS RESERVED. 20001

Frying Pan Ranch

D. K. Boyd Oil and Gas Co.

LE Ranch

*L/E*

# OTIS

Made to move you

DATE: 07/27/2020

**TO:**  
Winkler County Texas  
C/O County Auditor  
P.O. Drawer 0  
Kermit, TX 79745

**FROM:**  
Otis Elevator Company  
1308 S Midkiff, #221, Box #9  
Midland, TX 79701

Jay Hardy  
Phone: (682) 888-2413  
Fax: (860) 353-5622

**EQUIPMENT LOCATION:**  
WINKLER CO COURTHOUSE  
100 East Winkler  
Kermit, TX 79745

**PROPOSAL NUMBER:** BJH200723152646

**MACHINE NUMBER(S) :** 150256

**CUSTOMER DESIGNATION(S) :** ONLY ELV

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

- To perform the annual inspection.

The scope proposed herein represents the entire scope that Otis is contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included.

The price quoted below does not include sales tax and is valid for 30 days from the date specified above.

The price quoted below assumes the work will be scheduled based on the availability of material and manpower to complete the job efficiently. A local representative will contact you to schedule the work.

**PRICE: \$ 2,100.00**  
**Two thousand one hundred dollars**

This price is based on a one hundred percent (100 %) downpayment in the amount of \$ 2,100.00.

**PAYMENT TERMS:**

- The base proposal price is contingent upon receiving a pre-payment of 100% of the base contract amount.
- The pre-payment amount is due in full prior to ordering material and/or mobilizing.
- If you choose the alternative down-payment amount listed below, the corresponding Add shall be applied to the base contract amount.

Down Payment Amount	Price Adjustment Percentage	Authorization (Initial)
50%	+10%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Jay Hardy  
 Title: Senior Sales & Service Representative  
 E-mail: jay.hardy@otis.com

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Company \_\_\_\_\_

**Otis Elevator Company**

Approved by Authorized Representative

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

Signed: \_\_\_\_\_

Print Name: Corey von Merveldt

Title General Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_  
 (Name of Principal or Owner)



**TERMS AND CONDITIONS**

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of one hundred percent (100 %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an uncheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
13. In furtherance of OSHA's directive contained in 29 C.F.R § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.
14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

Bond No. \_\_\_\_\_



OFFICIAL BOND AND OATH  
STATE FARM FIRE AND CASUALTY COMPANY  
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Elvia Hernandez of \_\_\_\_\_  
*Principal*

PO Drawer O Kermit Texas 79745  
*Street Address City State zip*

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto Winkler County, Texas

in the penal sum of Five thousand and no/100 Dollars

(\$ 5,000.00), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this 23rd day of July, 2020.

THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of Director, Adult Probation

\_\_\_\_\_ for a term of 1 year  
\_\_\_\_\_ beginning on 07/23/2020 and  
ending on 07/23/2021

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

\_\_\_\_\_  
*Principal*



STATE FARM FIRE AND CASUALTY COMPANY

By:   
\_\_\_\_\_  
*Attorney-in-fact*

The within bond and the Surety thereon are hereby approved this 23<sup>rd</sup> day of July, 2020.



2702 Ireland Grove Road  
Bloomington, IL 61709-0001

AT1 000225 0001 L-08- 6605-FBE7 M F

**MITCHELL, JAMES DARIN**  
PO BOX 0  
KERMIT TX 79745-6014



ST-1  
0101-1001

Address: Same as Mailing Address

Obligee: GOVERNOR, STATE OF TEXAS

**BILLING RECORD**

<b>POLICY NUMBER</b>	93-C2-F150-0
Surety Bond OCT 04 2020 to OCT 04 2021	
<b>DATE DUE</b>	<b>SEE BALANCE DUE NOTICE</b>
OCT 04 2020	\$100.00
<b>Coverages and Limits</b>	
Surety Bond	\$5,000
<b>Annual Premium Amount Due</b>	<b>\$100.00</b>

RECEIVED  
JUL 28 2020  
AUDITOR'S OFFICE

Premium payment in full is required for bonds. If bond is no longer needed, please contact your agent.

*Agenda 8/10/2020*

138-3076 1.8 10-11-2010 (0113089c)

*Thanks for letting us serve you...*

**Agent JERRY PHILLIPS**  
Telephone (432) 586-3798 or (432) 586-6107

Moving? See your State Farm agent.  
See reverse for important information.

Prepared JUL 22 2020

**CONTRACT FOR RESIDENTIAL SERVICES**  
**RITE OF PASSAGE, INC.**

In accordance with provisions of the Governor's Office, Criminal Justice Division and TJJJ, WINKLER COUNTY JUVENILE PROBATION Board at the request of and on behalf of WINKLER COUNTY JUVENILE PROBATION (hereinafter called COUNTY), and Rite of Passage, Inc. (hereinafter called SERVICE AGENT), by this Agreement, and in consideration of the mutual promises set forth below, agree that:

**I. CONTRACT PERIOD**

The contract period will be effective from September 1, 2020 through August 31, 2021. This Contract shall automatically renew and extend for an additional one-year period on the first day of September of each succeeding year unless COUNTY gives written notice to SERVICE AGENT not less than 30 days prior to the first day of September of such succeeding anniversary. This renewal and extension is subject to the availability of funds for the contract year, to the allocation of funds to meet the terms of this contract, and subject to the approval of the County Juvenile Probation Department and/or Juvenile Board. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates sums set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract.

**I. PURPOSE**

The purpose of this Residential Services Agreement is to provide COUNTY with long term residential Care for children adjudicated to have committed delinquent conduct. The placement facility to be utilized is owned and operated by SERVICE AGENT and the business address of SERVICE AGENT is located at 2560 Business Parkway, Suite A, Minden, NV, 89423.

<u>Contract Facility Names</u>	<u>Address</u>	<u>City / State/ Zip</u>
Lake Granbury Youth Services	1300 Crossland Road	Granbury, TX 76048
Texas Monarch Academy For Girls	370 King Street	Denison, TX 75020
The Oaks – Brownwood	800 FM 3254	Brownwood, TX 76801

**II. SERVICES**

The SERVICE AGENT is an educational, vocational and athletic program for at-risk youth. The Service Agency agrees to provide the following services, which shall be limited to adjudicated juvenile offenders in licensed child care facilities as follows:

- A. Provide this child with the nurture, care, clothing, treatment and training suited to his/her needs.
- B. Room & board, clothing, personal needs, recreation, incidentals, supervision, education, and social services.
- C. Transportation. Transportation includes escorted admission into the program and unescorted exit for students who have graduated/ completed the program. Students who do not complete the program will receive an escorted exit.
- D. It is the responsibility of the placing agency to pay for psychotropic medications that are prescribed to student.

- E. Follow admission requirements related to medical screening, physical examination, medical testing and immunization.
- F. Encourage the maintenance of the natural parent-child relationship and include the child's parents in the treatment plan when possible.
- G. Not use corporal punishment, deprivation of meals, monetary allowances, visits from parents, home visits, threat of removal or any type of degrading or humiliating punishment and to use constructive alternative methods of discipline.
- H. Respect and keep confidential information given about the child and their family.
- I. Work toward termination of placement on a planned basis with maximum involvement of the child, parents and the agency.
- J. Conduct a staffing or review on this child at least quarterly.
- K. Submit an initial diagnostic summary to the agency within three (3) months from the date of placement.
- L. Submit ongoing written evaluations to the agency and/or parents or guardians quarterly.
- M. Immediately notify responsible party of significant changes in this child's health, behavior or location.
- N. Submit copies of any pertinent information such as school reports. Medical reports and psychological/psychiatric reports as completed.
- O. Give responsible party prior notice of at least 7 days of intent to discharge this child unless it is agreed upon with the agency that less notice is necessary.
- P. Conform to the applicable facility licensing/certification requirements.
- Q. Provide access to appropriate parties of documentation when documentation is maintained on children in their care.
- R. Notify the agency and/or parents or guardians immediately if an application is made on behalf of this child for any kind of income. Examples of income include, but are not limited to, child support payments, Veterans Benefits, Railroad Retirement, Social Security, RSHDI, and Supplemental Security Income/State Supplemental Program (SSI/SSP).
- S. Remit to Department of Public Social Services any income received on behalf of this child while in foster care up to the full cost of board and care plus medical cost. In addition, the agency will cooperate to have the Social Security Administration, or the appropriate agency, make the Department of Public Social Services the payee for any funds received on behalf of this child.
- T. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- U. Ensure that the child's parent(s) or legal guardian(s), COUNTY, and specifically the County Placement Officer, including Texas Department of Juvenile Justice are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The COUNTY and parent(s) or legal guardian(s) will be informed immediately if during working hours. After normal working hours, the Juvenile Services On-Call Officer will be notified as soon as possible, as well as the parent(s) or legal guardian(s). In the event of serious illness or accident and for any required follow-up care SERVICE

AGENT shall be responsible for having the child transported to the nearest hospital or emergency care facility. If the child returns to the SERVICE AGENT within ten (10) days or prior to the last billing day of the month, whichever shall receive payment for those days the child was absent from the SERVICE AGENT, but not to exceed ten (10) days payment.

- V. Recognizing that a part of a child's rehabilitation program may include time away from the residential setting of the SERVICE AGENT such as weekends, holidays, etc., and that the SERVICE AGENT must retain space for this child until their return, COUNTY will pay the SERVICE AGENT the herein agreed upon amount for such regularly scheduled days away from the SERVICE AGENT of its program providing they do not exceed ten (10) days at any one time.
- W. The SERVICE AGENT is under no obligation to retain space for the child in unauthorized departure situations.
- X. The SERVICE AGENT is under no obligation to accept a child who is deemed inappropriate for placement in the program by the SERVICE AGENT.

The COUNTY Agrees to the following:

- A. Conduct a pre-placement visitation of the Rite of Passage sites. This visitation may be waived.
- B. Acknowledge that Rite of Passage is a behavior modification and treatment program for at-risk youth.
- C. Provide Rite of Passage the necessary background information and needs of the child necessary for effective care. This shall include a social work assessment, medical reports, educational assessment, psychological/psychiatric evaluations, and identification of special needs when necessary. This shall be made available to Rite of Passage within 14 days from date of placement.
- D. Work with Rite of Passage toward development of a treatment plan.
- E. Work toward termination of child's placement with Rite of Passage staff.
- F. Continue paying for this child's care as long as eligible and Rite of Passage maintains child on an active status or until Rite of Passage requests that placement be terminated.
- G. Assist in the maintenance of the child's constructive relationships with parents and other family members.
- H. Contact this child in Rite of Passage at least once a month. If case plan would indicate less frequent contact, Rite of Passage will be informed.
- I. Inform Rite of Passage if child has any tendencies toward dangerous behavior.
- J. Provide proof of medical coverage at the time of placement (If Applicable). If no medical coverage exists, payment is the responsibility of the County.
- K. Provide authorization for medical treatment, signed by parents or legal guardian.
- L. County agrees to pay for treatment for youth placed with the SERVICE AGENT who had a pre-existing medical condition, unless treatment for the pre-existing condition is part of the rehabilitation program of the SERVICE AGENT.
- M. COUNTY agrees to pay all medical and/or dental bills if:
  - i) The SERVICE AGENT notifies the COUNTY or designee prior to the services being rendered; or;

- ii) If, in vendor's (physician and/or dentist) opinion, the services cannot be delayed a sufficient amount of time to comply with the above without hardship to the youth; and,
  - iii) The SERVICE AGENT notifies the COUNTY and/or designee of the probable charges the next working day after services are provided.
  - iv) As appropriate, the SERVICE AGENT will provide proof of Medicaid coverage to the Medical Service Provider to enable them to seek Medicaid payment for medical services rendered.
- N. Consent to the Handle with Care Safe Physical Management Physical Restraint Procedure as the method used by certified Rite of Passage personnel to intervene with harmful behavior.
  - O. Consent to the Rite of Passage REFOCUS Programs as the protocol for students being placed in protective separation rooms.
  - P. Consent to Rite of Passage Runaway Policy as the protocol for procedures for the truant student.
  - Q. Consent to the child participating in rigorous physical training and individual and team sports.
  - R. Represent that the child has no physical ailments or conditions that would prevent him from participating in rigorous physical activities.

### **III. COMPENSATION**

- A. For and in consideration of the above-mentioned services, COUNTY agrees to pay SERVICE AGENT the per diem rates based upon the IV-E Level of Care provided, currently \$197.69, in accordance with the Post-Adjudication Secure Correctional Facility schedule of rates set by the Texas Juvenile Justice Department as currently effective or subsequently amended.
- B. Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation and follow-up evaluations will be paid for by Juvenile Probation at the current contracted rates. These services and fees will be pre-authorized by the COUNTY.
- C. Education services are provided on-site through an accredited charter school. Should the COUNTY request GED preparation and/or testing, the COUNTY will be responsible for the rates and fees associated with those services.
- D. SERVICES AGENT will submit an invoice for payment of services to COUNTY on a monthly basis. Said invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: name of the child or children for whom payment is being requested along with the number of days (stated consecutively), date service was rendered, hourly rate, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by COUNTY in order to monitor SERVICE AGENT for financial compliance with this Agreement. Invoice submitted by SERVICE AGENT in proper form shall be paid by COUNTY in a timely manner.
- E. SERVICE AGENT is hereby notified that state funds are used to pay for services rendered to COUNTY. For this reason, SERVICE AGENT shall account for the receipt and expenditure of all funds received from COUNTY, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting

and auditing of such funds. In the event of an investigation by the TJJD or COUNTY, the SERVICE AGENT shall submit to COUNTY upon request a financial audit prepared by independent certified public accountant.

#### **IV. INDIVIDUAL CASE PLAN AND FAMILY INVOLVEMENT**

- A. Each child placed with the SERVICE AGENT shall have a written Individualized Case Plan (ICP), developed in concert with the child and mutually agreed upon by the appropriate SERVICE AGENT staff and appropriate county personnel along with a family member within thirty (30) days of placement, identifying which of the nine (9) domains pertain to the child. The Case Plan shall be reviewed every 3 months (90 days) thereafter or more often if necessary, until the child is released from the program.
- B. The ICP shall contain the reasons why the placement will benefit the child and specify behavior goals and objectives as they pertain to the nine (9) domains being sought for each child. Included shall be how the goals and objectives are to be achieved in the SERVICE AGENT placement. The ICP 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 child's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.
- A. Copies of the original ICP and the periodic reviews are to be maintained by the SERVICE AGENT and the COUNTY.
- B. COUNTY reserves the right to terminate the child's placement at the SERVICE AGENT at its discretion. The SERVICE AGENT must not release a child to any person or agency other than the COUNTY without the express consent of the COUNTY.
- C. Unless otherwise stipulated by COUNTY, the child may visit freely with parents and relatives at the home in accordance with established SERVICE AGENT policies.
- D. Suspected or alleged cases of child abuse must be immediately reported to the COUNTY and the Department of Human Services by the SERVICE AGENT.

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

- A. The SERVICE AGENT agrees that it will permit the COUNTY to examine and evaluate its program of services provided under the terms of this contract and to review COUNTY child records. This examination and evaluation of the program may include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the SERVICE AGENT and the child.
- B. The SERVICE AGENT shall provide to the COUNTY such descriptive information on contracted child as requested on forms provided by the COUNTY.
- C. The SERVICE AGENT agrees to maintain and make available for inspections, audit or reproduction by an authorized representative of 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 AGENT** shall retain all applicable records for a minimum of seven years or until any pending audits and all questions arising there from have been resolved.
- E. Provide the **COUNTY** with a written report of the child's progress on a monthly basis in a **Monthly Progress Report**.
- F. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to:
  - i. percentage of youth in program successfully achieving set education goals,
  - ii. percentage of youth achieving set vocational goals,
  - iii. percentage of youth achieving set social skills goals,
  - iv. percentage of youth demonstrating overall progress,
  - v. number and type of investigations made by the **TXDFPS** or any law enforcement agency due to reports of abuse and/or neglect.

These records shall be made available to **COUNTY** for periodic inspection.

G. Service Provider shall adopt and 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). The service provider has a zero tolerance towards all forms of sexual abuse and sexual harassment in accordance with the provision 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 SS 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 provide to the placing county all incident-based aggregate data reports for every allegation of sexual 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 (SS115.387 (f)) and the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence. The Service Provider shall report to the placing county in writing within 15 days any positive findings by a court or governmental agency that the Service Provider has violated a relevant federal statute or rule.

H. Service Provider shall assist fully with any and all audits.

## **II. CONFIDENTIALITY OF RECORDS**

A. **SERVICE AGENT** shall maintain strict confidentiality of all information and records relating to children involved with **COUNTY**, 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.

## **III. DISCLOSURE OF INFORMATION**

A. SERVICE AGENT warrants that, prior to entering this contract, it has verified and disclosed the following information to COUNTY, 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 COUNTY:

- i. Any and all corrective action required by any of SERVICE AGENT's licensing authorities;
- ii. 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 SERVICE AGENT that has direct contact with juveniles was the alleged or designated perpetrator;
- iii. The identity of any of SERVICE AGENT'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 and misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten (10) years; or (3) a jail able misdemeanor conviction or deferred adjudication within the past five (5) years.

#### IV. ASSURANCES

- A. The SERVICE AGENT is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to comply with standards of TJJD and to measure progress toward specified Goals and Outcomes, if applicable.
- B. Under Section 231.006, Family Code, the SERVICE AGENT certifies that the individual or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated, and payment may be withheld if this certificate is inaccurate.
- C. The SERVICE AGENT 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. SERVICE AGENT 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 AGENT will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through SERVICE AGENT and the requirement to cooperate is included in any subcontract it awards.
- D. The SERVICE AGENT will pay all taxes, if any, required by law arising by virtue of the services performed hereunder. The COUNTY is qualified for sales tax exemption pursuant to Section 151.309 of the Texas Limited Sales Excise and Use Tax Act.
- E. The SERVICE AGENT currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the SERVICE AGENT's provision of services under this agreement and must notify COUNTY within 24 hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

- F. Neither COUNTY nor any employee thereof is an agent of the SERVICE AGENT and neither SERVICE AGENT nor any employee thereof is an agent of COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.
- G. SERVICE AGENT agrees to indemnify and hold harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, penalties and expenses, including attorney's fees, with respect to SERVICE AGENT'S performance under this contract for which the SERVICE AGENT is liable.
- H. No person not a party to this contract may bring a cause of action pursuant to this contract as a third-party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such a party may have immunity under Texas law.
- I. SERVICE AGENT agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

#### **V. REPRESENTATION AND WARRANTIES**

SERVICE AGENT hereby represents and warrants the following:

- A. That it has all necessary right, title, license, and authority to enter into this Agreement;
- B. That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions as well as for any potential liabilities that arise from or related to this Agreement; and
- C. 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 TJJD administrative rules regarding abuse, neglect and exploitation allegations.
- D. The SERVICE AGENT verifies that it does not boycott Israel and will not boycott Israel during the term of this agreement. The term "boycott Israel" is defined by the Texas Government Code Section 808.001, effective September 1, 2017.

#### **VI. FEE ASSESSMENT**

- A. Children or their families shall not be assessed fees for services by the SERVICE AGENT unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of county children for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. If a child is eligible for fiscal support from another state agency or organization, the SERVICE AGENT shall ensure that COUNTY is not charged for such fiscal support for which the child is otherwise eligible.

**I. EQUAL OPPORTUNITY**

- A. Services shall be provided by the SERVICE AGENT in compliance with the Civil Rights Act of 1964. The SERVICE AGENT will not discriminate against any employee, applicant for employment, or child because of race, religion, sex, national origin, age or handicapped condition.
- B. The SERVICE AGENT will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, sex, national origin, age, or handicapped condition.

**II. OFFICIALS NOT TO BENEFIT**

- A. No officer, member or employee of 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 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.

**III. TERMINATION**

- A. Termination – Without Cause:

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract shall be deemed given when personally delivered or mailed certified or registered United States Mail, postage prepaid, addressed as follows:

Rite of Passage, Inc.  
2560 Business Pkwy Ste A  
Minden NV 89423

WINKLER COUNTY JUVENILE PROBATION  
P O BOX 822  
KERMIT TX 79745

- B. Funding out: Service provider contracts that are funded in whole and in part with grant funds 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.
- C. Termination – With Cause:

The COUNTY may terminate this contract within thirty (30) days of delivery of written notice for SERVICE AGENT'S failure to achieve the defined goals, outcomes, strategies and outputs as set forth in the provisions and attachments to this contract and/or SERVICE AGENT'S failure to comply with all terms and conditions set forth in this contract. Notice of termination shall be deemed given to SERVICE AGENT when personally delivered or mailed certified or registered United States Mail, postage prepaid at the address listed above in Paragraph A -- Termination – Without Cause.

- D. LIQUIDATED DAMAGES

1. In the event that this contract is terminated for cause by COUNTY, SERVICE AGENT agrees to pay COUNTY for any monies paid for services not rendered by SERVICE AGENT prior to the effective date of termination of this contract.


#### IV. AMENDMENT

COUNTY may amend, modify, or alter the terms of this Agreement and specify an effective date thereof. COUNTY will then notify SERVICE AGENT in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by SERVICE AGENT will signify its acceptance of these changes. If SERVICE AGENT declines to accept changes made by COUNTY, SERVICE AGENT may terminate this Agreement subject to the conditions therein.

#### I. LAW AND VENUE

- A. In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in the County seat of WINKLER COUNTY JUVENILE PROBATION, Texas.

**Rite of Passage, Inc.**

By:   
Carolyn Jerkins-Bower  
Chief Financial Officer

**WINKLER COUNTY JUVENILE PROBATION**

By:   
Chief/Director or Designee  
WINKLER COUNTY JUVENILE PROBATION

By: \_\_\_\_\_  
Juvenile Board Representative  
WINKLER COUNTY JUVENILE PROBATION

STATE OF TEXAS

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COUNTY OF HAYS

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

This Agreement is entered into by and between the **Hays County Juvenile Board**, at the request of and on behalf of the **Hays County Juvenile Center** (collectively referred to as "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.

**ARTICLE I  
PURPOSE**

- 1.01 The purpose of this Residential Services Agreement is to provide Placing County with residential care for children alleged or adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized, **Hays County Juvenile Center**, is owned and operated by Service Provider and is located at **2250 Clovis Barker Road, San Marcos, Texas 78666**. The business office address of Service Provider is also **2250 Clovis Barker Road, San Marcos, Texas 78666**.

**ARTICLE II  
TERM**

- 2.01 The term of this Agreement is for **twelve (12) months**, commencing **September 1, 2020**, and ending **August 31, 2021**. It shall be automatically renewed for one year terms thereafter, commencing September 1<sup>st</sup> and ending August 31<sup>th</sup>, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.
- 2.02 The terms of this Agreement shall be extended until such time as all services which have been requested by Placing County, and are pending on the termination date in section 2.01 above, have been performed.

**ARTICLE III  
SERVICES**

- 3.01 Service Provider will provide the appropriate levels of care for the behavioral levels of service as described in the Texas Administrative Code (TAC) Chapter 700, Service Level Descriptions. Levels of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code, as approved by TJJD, and if secure, be certified by the local juvenile board to qualify.

**Levels of Care:**

Detention – Pre-Adjudication

Specialized - Post-Adjudication

3.02 Service Provider will perform the following services:

- A. Provide basic residential child care services, including: standard supervision by qualified adults, food and snacks, clothing, recreation, personal hygiene items, haircuts, transportation, school supplies, educational and vocational activities, medically necessary health services, and miscellaneous, as requested by Placing County.
- B. Special treatment services, including behavior management, diagnostic services, therapeutic counseling and psychiatric consultation.
- C. Ensure that the child's parent(s) or legal guardian(s), and Placing County's placement officer is notified immediately if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. 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. Work with Placing County's placement officer to create 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 toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- E. Coordinate and document meetings to review the **Individualized Treatment Plan** with the child and the assigned probation placement 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 or controlling the child's objectionable behavior.
- G. Provide the probation placement officer with a written report of the child's progress on a monthly basis in a Monthly Progress Report.

ARTICLE IV  
**EVALUATION CRITERIA**

4.01 The Individual Treatment Plan for each child must contain specific behavior goals and services that are appropriate to the child and enable the child to develop to his/her fullest potential. This

development will be through the provision of a safe, drug-free environment in which counseling services are utilized as tools for educational, emotional and behavioral catharsis.

A. **Output measures** may include, but are not limited to:

1. Average length of stay.
2. Average daily population.
3. Average number of counseling hours provided each child daily, weekly or monthly.
4. Average number of educational hours provided each child daily, weekly or monthly.

B. **Outcome measures** may include, but are not limited to:

1. 80% of children in placement will complete their placement as a successful discharge.
2. 80% of children in placement will report improved family communication/functioning while in placement.
3. 80% of children in placement will demonstrate progress in a majority of goals outlined in the Individual Treatment Plan.

4.02 Service Provider shall report on a monthly basis to Placing County as to each of the foregoing output and outcome measures. These reports will be reviewed by Placing County 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, Placing County agrees to pay Service Provider not more than the per diem rates based upon the Level of Care provided, in accordance with schedule of rates for 24-Hour Residential Child Care set by the Texas Health and Human Services Commission as currently effective or subsequently amended with the exception of Detention services. **IF the Level of Care rates change during the contract year, new Level of Care rates will be paid and become effective September 1 after the new Level of Care rates become effective.** The Service Provider will send notice to the Placing County the new Level of Care rates prior to September 1.

5.02 The Placing County agrees to pay Service Provider the sum of **\$140.00** per day for each space utilized in **Detention services**. The Placing County agrees to pay Service Provider the sum of **\$197.00** per day for each space utilized in the **Specialized Post-Adjudication programs**: Academy program, SPRinG program, 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.

5.03 The rate fee will be paid only for those children specifically authorized to be placed by Placing County through its Fiscal Officer or other designated official.

5.04 Service Provider will submit an invoice for payment of services to the Placing County 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: hours worked, to be attributed to specific clients if appropriate, date service was rendered, hourly rate, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Placing County in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Placing County in a timely manner.



- 5.05 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Placing County. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided and such other information deemed necessary for adequate fiscal control.
- 5.06 Placing County recognizes that part of a client's rehabilitation program may include time away from the residential setting of Service Provider, such as weekends and holidays, and that Service Provider must retain space for the client until his/her return. To this end, Placing County agrees to pay Service Provider 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 approval has been obtained by Placing County. Furloughs will not be authorized for the first ninety (90) days of placement, or until the completion of the first Individualized Program Plan Review, whichever comes first, except in only highly unusual situations. Unoccupied bed space constitutes days away from the facility. Individual Treatment Plans may warrant additional days away from the residential setting if approved in writing by Placing County; however, any additional days away from the residential setting will not be charged to Placing County.
- 5.07 The child's parent(s) or guardian(s) shall bear the primary responsibility for payment of any medical or dental needs, by personal payment, health insurance, or Medicaid coverage, as well as clothing or other expenses not provided for in Service Provider's program. Medical or dental care not covered by other funding sources must be submitted for written approval by Placing County for payment prior to the expenditures being incurred.
- 5.08 Services provided that effect payment that are not directly addressed by this Agreement must have prior written approval from Placing County.

ARTICLE VI  
EXAMINATION OF PROGRAM AND RECORDS

- 6.01 Service Provider agrees that it will permit Placing County to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records 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.
- 6.02 Service Provider shall provide to Placing County such descriptive information on contracted children as requested on forms provided by Placing County.
- 6.03 For purposes of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to an authorized representative of the State of Texas or Placing County any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.

- 6.04 Service Provider shall retain and make available to Placing County all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising there from have been resolved, and shall make available for Placing County's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.05 Service Provider understands that acceptance of funds under this Agreement 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. Service Provider 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 provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII  
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Placing County, 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 VIII  
PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

- 8.01 **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.
- 8.02 Service Provider shall adopt and 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 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.
- 8.03 Under PREA, Service Provider shall make available to the Chief Juvenile Probation Officer of the Placing County all incident-based aggregated data reports for every allegation of sexual abuse at its facility, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 (PREA Sec. 115.387(e) and (f)). The Service Provider shall report to the Placing County in writing within 15 days any positive findings by a court or governmental agency that the Service Provider has violated a relevant federal statute or rule.
- 8.04 Service Agency shall be responsible for the financial cost associated with any PREA audit.

ARTICLE IX  
REPORTING ABUSE REQUIREMENTS

- 9.01 Service Provider shall ensure that all of its employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice program will be properly trained to recognize and shall report all suspected or alleged incidents of abuse, neglect, exploitation, death or serious incidents involving a juvenile under the supervision of Placing County in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incident.
- 9.02 Service Provider shall notify Placing County immediately of any abuse, neglect, exploitation, death or serious incidents involving a juvenile under the supervision of Placing County.

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 Placing County, 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 Placing County:
- A. any and all corrective action required by any of Service Provider's licensing authorities;
  - B. any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles; and
  - C. any pending or initiated criminal or governmental investigations and results/findings related to Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles.

ARTICLE XI  
EQUAL OPPORTUNITY

- 11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XII  
ASSIGNMENT & SUBCONTRACT

- 12.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Placing County.

ARTICLE XIII  
OFFICIALS NOT TO BENEFIT

- 13.01 No officer, employee or agent of Service Provider 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 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 XIV  
DEFAULT

- 14.01 Placing County 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 the 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
  - C. 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.
- 14.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Placing County in the future, and may result in the refund of compensation received under this Agreement.

ARTICLE XV  
TERMINATION

- 15.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
  - B. Upon expenditure of available funds.
- 15.02 If at any time during the term of this agreement Placing County, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Placing County may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.
- 15.03 Service Provider must not release a client to any person or agency other than Placing County without the express written consent of an authorized agent of Placing County.

ARTICLE XVI  
WAIVER OF SUBROGATION

- 16.01 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 Placing County.

Service Provider also waives any rights it may have to indemnification from Placing County.

ARTICLE XVII  
INDEMNIFICATION

- 17.01 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 or omissions of the Service Provider, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.
- 17.02 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 or the threat thereof.

ARTICLE XVIII  
SOVEREIGN IMMUNITY

- 18.01 This Agreement is expressly made subject to Hays County's 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 or any immunities from suit or from liability that Hays County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XIX  
REPRESENTATIONS & WARRANTIES

- 19.01 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 it is qualified to do business in the State of Texas; that it holds 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 operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Hays, or any political subdivision thereof;
  - C. that it carries sufficient insurance to provide protection to Hays County and Placing County under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement;
  - D. that it shall provide Placing County with documentation confirming that Service Provider's license is currently in good standing with the licensing entity and shall not provide services under this agreement unless its license is in good standing; and

- E. that Service Provider is a vendor in good standing with Texas Comptroller of Public Accounts, if applicable.

ARTICLE XX  
TEXAS LAW TO APPLY

- 20.01 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 **Hays** County, Texas.

ARTICLE XXI  
VENUE

- 21.01 Exclusive venue for any litigation arising from this Agreement shall be in **Hays** County, Texas.

ARTICLE XXII  
ADDITIONAL TERMS AND AGREEMENTS

- 22.01 Service Provider shall comply with all applicable federal and state laws and regulations, Placing County policies, procedures, and administrative rules, and Texas Juvenile Justice Department standards pertinent to services provided under this Agreement.
- 22.02 Pursuant to Section 231.006 of the Texas Family Code, the Service Provider certifies that it is not ineligible to receive the state-funded grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if the certification is inaccurate.
- 22.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Placing County. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Placing County, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.
- 22.04 Service Provider has not, and will not boycott Israel during the term of this Agreement. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

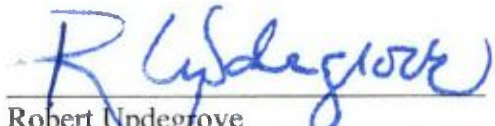
ARTICLE XXIII  
LEGAL CONSTRUCTION

- 23.01 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 XXIV  
PRIOR AGREEMENTS SUPERSEDED

24.01 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.

Executed this the 22 day of July, 2020, each copy hereof shall be considered an original copy for all purposes.

  
Robert Updegrave  
Chairman, Hays County Juvenile Board  
Hays County Justice Center, Room 177  
San Marcos, Texas 78666

  
Official Authorized to Sign  
Christi Gonzales  
Printed Name  
Title: Chief  
Winkler COUNTY

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

\_\_\_\_\_  
Official Authorized to Sign  
\_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_  
\_\_\_\_\_  
COUNTY

STATE OF TEXAS §  
COUNTY OF RANDALL §

**CONTRACT FOR DETENTION SERVICES**

This contract and agreement made and entered into by and between the County of Randall, acting by and through its duly authorized representative, the Chairman of the Juvenile Board of Randall County Texas, James W. Anderson, and the Juvenile Board of Winkler County, acting by and through its duly authorized representative, Charles M. Wolf, Chairperson, to be effective October 1, 2020, through September 30, 2021, pursuant to the authority of Vernon's Texas Civil Statutes, Article 4413(32c) ("The Interlocal Cooperation Act").

WHEREAS, Randall County operates the Youth Center of the High Plains, said Youth Center having been duly inspected and certified as being suitable for the detention and treatment of Youth; and

WHEREAS, Winkler County, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code has need of the use of secure facilities to house and maintain a 'child', as defined in Section 51.02(2), Juvenile Justice Code, who is accused of having committed an offense and is awaiting court action, an administrative hearing or other transfer action.

WHEREAS, Randall County desires to make the facilities available to Winkler County for such use and purpose, and said county desires to contract for the use of said facilities:

**I. PROVISIONS OF SERVICES**

The Youth Center of the High Plains agrees to provide the following detention services, which shall be limited to juveniles accused of delinquent conduct or conduct indicating a need for supervision. Services shall include:

- A safe and secure environment*
- 24 hour intake services*
- Mental health screening*
- Academic program*
- Cognitive/behavior model:*
  - Rational behavior training*
  - Social skills*
  - Substance Abuse Basic Education*
- Routine medical care*
- Recreation program*
- Crisis counseling*

- A. For and in consideration of the above-mentioned services, Winkler County agrees to pay the Youth Center of the High Plains an amount not to exceed **\$140.00** per child, per day. This fee does not exceed the actual cost of childcare in the Youth Center of the High Plains and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.

Winkler County plans to utilize the Youth Center on an "as space is available" basis.

Recognizing that time away from the setting of the Youth Center will be necessary for situations such as hospitalization or pre-planned visits to placement facilities, the Youth Center must retain space for the child until their return. Winkler County will pay the service Agency the above agreed upon amount for such regularly scheduled days away from the Youth Center and its program providing they do not exceed ten (10) days at any



one time without prior written permission. Except in an emergency, or upon expiration of a court order, the Youth Center will not release a child to any person other than an agent for Winkler County without express consent of Winkler County.

- B. The Youth Center shall provide basic services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous.
- C. Routine medical care will be provided within the facility. All other dental, medical, mental health, psychological testing, and laboratory services will be billed to Winkler County.
- D. Prescription drugs will be the responsibility of Winkler County. Ten days prior to the depletion of a supply, the child's Juvenile Probation Officer will be contacted in order for that child's parents to provide the prescription. If a new supply is not received five working days prior to the depletion of the prescription, the medical staff at the Youth Center will order the script and Winkler County will be billed.
- E. If a child in the Youth Center becomes seriously ill or is involved in a serious accident, the Youth Center will ensure that the child's parents and department are notified. Attempts will be made to notify the probation officer and parents immediately. If emergency examination, treatment, or hospitalization outside the Youth Center is required for a child placed in the Youth Center by Winkler County, the Administration Staff of the Youth Center is authorized to secure such examination, treatment, or hospitalization at a local medical facility at the expense of Winkler County, which will be billed for the same.
- F. If a child makes an unauthorized departure from the Youth Center, the Winkler County Juvenile Department shall be notified immediately. If a child makes an unauthorized departure from an agent of Winkler County, while in detention at the Youth Center, the Youth Center will be notified as soon as possible.
- G. If a child is accepted by the Youth Center from Winkler County and the Administration Staff has reason to believe that such child is mentally ill or suicidal, and has need of a mental health assessment, then the administrative staff shall notify the contracting Winkler County Juvenile Probation Department, who shall then arrange for the child to be evaluated by a mental health professional. If the assessment determines that the child is in need of immediate mental health services and inappropriate for detention at the Youth Center, the Winkler County Juvenile Probation Department may institute mental commitment proceedings. The Youth Center may, based on their discretion, receive the child back into its custody, if such assessment does not indicate that the child is in need of immediate mental health services, or if the child is not committed to a mental health facility.
- H. It is further understood and agreed by the parties hereto that children placed in detention care in the facilities shall be removed by Winkler County, its agents, servants or employees at the conclusion of the time period authorized by the Court Order issued by a Judge of a Juvenile Court of Winkler County, unless the Administration Staff has sufficient notice that a new order has been issued authorizing the continued detention.
- I. Payment is to be made monthly. Claim for payment will be submitted no later than twenty days from the last day of the month for which payment is being requested.

- J. The Youth Center is under no obligation to accept a child who is deemed inappropriate for detention by the Administration Staff of the Youth Center.
- K. The Randall County Chief Juvenile Probation officer or designee retains the right to direct contracting counties to remove children in the Youth Center based on local population needs and/or staffing requirements.
- L. In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for detention services, the Youth Center shall notify the Canyon Independent School District in which the school is located not later than the third day after the date a child is placed in detention.

**II. GOALS & AGGRAGATE DATA**

- A. The goal of Detention Services in the Youth Center of the High Plains is to maintain a safe, secure, productive environment.
- B. The Youth Center will provide to Winkler County annual indicators, which will express the effectiveness of the Youth Center in providing a safe & secure detention facility.

**III. EXAMINATION OF PROGRAM AND RECORDS**

- A. The Youth Center 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 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 Youth Center and the child.
- B. The Youth Center shall provide to Winkler County such descriptive information on contracted children as requested on forms provided by Winkler County.
- C. The Youth Center agrees to maintain and make available for inspections, audit or reproduction by an authorized representative of Winkler 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 Youth Center shall, when receiving whole or partial payment with any state grant funds, retain all applicable records for a minimum of seven (7) years and until any pending audits and all questions arising therefore have been resolved and shall make all contractual agreements with Winkler County available for Department inspection.

**IV. OFFICIALS NOT TO BENEFIT**

No officer, member or employees of Randall 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 this project, shall participate in any decision relating to this Contract which effects his personal interest or have any personal or pecuniary interest, direct or indirect in this Contract or the proceeds thereof.

**V. DUTY TO INFORM**

- A. In the event that any principal administrative person of the Youth Center of the High Plains becomes the target of an investigation involving an allegation of moral turpitude, fraud, illegal activity or child abuse, the Youth Center will notify Winkler within ten (10) working days.

- B. The Youth Center of the High Plains will notify Winkler County of any affirmative findings of child abuse, neglect, or exploitation.

**VI. EQUAL OPPORTUNITY**

- A. Services shall be provided by the Youth Center in compliance with the Civil Rights Act of '1964. The Youth Center will not discriminate against any employee, applicant for employment, or child because of race, religion, sex, national origin, age or handicapped condition.
- B. The Youth Center will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, sex, national origin, age, or handicapped condition.
- C. The Youth Center agrees that it shall adopt and implement work place guidelines concerning persons with AIDS and HIV related medical information in accordance with the provisions found in Acts 1989, 71<sup>st</sup> Leg., Ch. 1195, Section 5.03 and Section 5.04.

**VII. DEFAULT**

Winkler County may, by written notice of default to the Youth Center, terminate the whole or any part of this contract in any one of the following circumstances:

- 1) If the Youth Center fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- 2) If the Youth Center fails to perform any of the 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 Winkler County in writing) after receiving notice of default.
- 3) Except as respect to defaults of sub-contractors, Randall County shall not be liable for any excess costs if the failure to perform this contract arises out of causes beyond the control and without the fault or negligence of Randall County. If the failure to perform is caused by sub-contractors, and without the fault or negligence of either of them, Randall County shall not be liable for any excess costs for failure to perform.

**VIII. ASSURANCES**

- A. The Youth Center shall comply with all applicable state and federal laws.
- B. The Youth Center shall account separately the receipt and expenditure of state funds.
- C. The Youth Center will be operated in accordance with standards promulgated by the Texas Juvenile Justice Department.
- D. The personnel of the Youth Center shall make all reports of abuse, neglect and exploitation to the Texas Juvenile Justice Department, and the appropriate law enforcement agency as prescribed by law. The placing County will be notified of investigations involving their resident.

- E. The Youth Center is owned and operated solely by Randall County and therefore exempt from certifying its eligibility to receive state funds and is therefore exempt from service provider reporting, however, the Youth Center will voluntarily provide information on its services as outlined above in this contract.
- F. Per Government Code, Chapter 2270, the Randall County Juvenile Probation Department / Youth Center of the High Plains acknowledges that it does not currently, and shall not during the term of this contract, boycott Israel.
- G. The Winkler County Juvenile Probation Department, based on information from monitoring or other verifiable sources, may terminate this contract for the reasons set forth in the article dealing with termination below, or take other actions including, but not limited to:
  - 1) Impose recommendation from audit or investigate finding, or sanctions, and/or
  - 2) Suspend, place into abeyance, or remove any contractual rights including, but not limited to, withholding payment, cessation of placement and/or other removal of all clients presently in the program.

**IX. PRISON RAPE ELIMINATION ACT (PREA)**

Pursuant to 28 CFR, Part 115, Section 115.13 (Standards for Juvenile Facilities), Randall County, if providing services in a secure correctional facility under this contract, shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act. At least once during the three-year period beginning on August 30, 2013 and at least once during each three-year period thereafter, Randall County – Youth Center of the High Plains shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to Winkler County. Randall County – Youth Center of the High Plains shall be subjected to annual contract monitoring by Winkler County to ensure that Randall County – Youth Center of the High Plains is complying with the PREA standards [PREA §115.312(b)].

**X. TERMINATION**

- A. The Contract may be terminated by either party by giving ten (10) days written notice to the other party hereto of the intention to terminate.
- B. Termination of the child's detention residence with the Youth Center of the High Plains shall occur only after notifying the Winkler County Juvenile Probation Department's Placement Officer of the causes and with sufficient lead-time of at least two (2) days to allow alternate detention.

**XI. LAW AND VENUE**

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

**XII. CONTRACT PERIOD**

The Contract period will be effective on the day of award to September 30, 2021, with three options to renew for an additional twelve (12) month periods. Allowable per diem rates will be adjusted annually to conform to pre-established rate schedules for the applicable fiscal year.

**XIII. DESIGNATION OF OFFICIAL AUTHORIZED TO ACT**

The Youth Center of the High Plains hereby designates the Chief Juvenile Probation Officer of Randall County to serve as its representative in all matters pertaining to this contract.

**YOUTH CENTER OF THE HIGH PLAINS**  
9300 S. Georgia, Amarillo, TX 79118

**Winkler County**

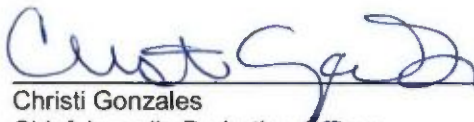
\_\_\_\_\_  
James W. Anderson, Judge  
County Court at Law #1  
& Chairman, Randall County Juvenile Board

\_\_\_\_\_  
Charles M. Wolf, Winkler County Judge  
Winkler County Juvenile Board  
Drawer Y, Kermit, TX 79745

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

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

\_\_\_\_\_  
C. Joe Barton III, Ph.D., LPC-S  
Chief Juvenile Probation Officer  
Randall County

\_\_\_\_\_  
  
Christi Gonzales  
Chief Juvenile Probation Officer  
Winkler County

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

Date: 7/27/2020

STATE OF TEXAS §  
COUNTY OF RANDALL §

**CONTRACT FOR SECURE RESIDENTIAL SERVICES**

This contract and agreement made and entered into by and between the County of Randall, acting by and through its duly authorized representative, the Chairman of the Juvenile Board of Randall County Texas, James W. Anderson, and the Juvenile Court(s) of Winkler County, acting by and through its duly authorized representative Charles M. Wolf, Chairperson, to be effective October 1, 2020 through September 30, 2021, pursuant to the authority of Vernon's Texas Civil Statutes, Article 4413(32c) ("The Inter-local Cooperation Act").

WHEREAS, Randall County operates the Youth Center of the High Plains, said facility having been duly registered, inspected and certified as being suitable for the post adjudication treatment of Youth; and

WHEREAS, Winkler County, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code has need of the use of secure facilities to house and maintain a 'child', as defined in Section 51.02(2), Juvenile Justice Code, during its post-dispositional treatment program prescribed by the court; and

WHEREAS, Randall County desires to make the facilities available to Winkler County for such use and purpose, and said Winkler County desire to contract for the use of said facilities:

**I. PROVISIONS OF SERVICES**

The Youth Center of the High Plains agrees to provide residential treatment services, which shall be limited to juveniles adjudicated for delinquent conduct or conduct indicating a need for supervision. Residential treatment services provided are outlined in the attached Appendix A for the Constructive Living Unit.

- A. For and in consideration of the above-mentioned services, Winkler County agrees to pay the Youth Center of the High Plains an amount not to exceed **\$150.00** per client day for post adjudication services.

This fee does not exceed the actual cost of childcare in the residential programs of the Youth Center.

Winkler County plans to utilize the residential programs of the Youth Center on an "as space is available" basis.

- B. The Youth Center shall provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, allowances, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous.
- C. Provide and document paraprofessional and professional counseling, off-campus visits or furloughs, major incidents and worker contacts for clients in CLU. Any and all costs associated with off-campus visits or furloughs will be paid by the Winkler County.
- D. Document and maintain records pertaining to the effectiveness of goods 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 report of abuse and/or neglect. These records shall be made available to Winkler County for periodic inspection.

- E. Recognizing that a part of a child's rehabilitation program may include time away from the Constructive Living Unit residential setting of the Youth Center such as home visits, outings, etc., and that the Youth Center must retain space for this child until his/her return, Winkler County will pay the Youth Center the above agreed upon amount for such regularly scheduled days away from the Youth Center residential programs providing they do not exceed ten (10) days at any one time, without prior written permission.

A resident may be furloughed prior to graduation or appropriate exit to assess their ability to maintain appropriate behaviors in the community. This will only be done with the placing county's approval and the placing county will not be charged.

- F. Routine medical care will be provided within the facility. All other dental, medical, mental health, psychological testing, and laboratory services will be billed to Winkler County.
- G. Prescription drugs will be the responsibility of Winkler County. Ten (10) days prior to the depletion of a supply, the child's Juvenile Probation Officer will be contacted in order for that child's parents to provide the prescription. If a new supply is not received three (3) working days prior to the depletion of the prescription, the medical staff at the Youth Center will order the script and Winkler County will be billed.
- H. If a child in the Youth Center becomes seriously ill, or is involved in a serious accident, the Youth Center will insure that the child's parents and the Winkler County Juvenile Probation Departments are notified. Attempts will be made to notify the probation officer and parents immediately. If emergency examination, treatment or hospitalization outside the facility is required the Administrative Staff of the Youth Center is authorized to secure such examination, treatment or hospitalization at a local medical facility at the expense of Winkler County and to request that Winkler County be billed for the same.
- I. If a child makes an unauthorized departure from the Youth Center, Winkler County shall be notified immediately. If a child makes an unauthorized departure from an agent of Winkler County, while in residential care at the Youth Center, the Youth Center will be notified as soon as possible.
- J. The Youth Center is under no obligation to retain space for the child in unauthorized departure situations. If the Youth Center retains space for the child, Winkler County shall be billed for the period not to exceed ten (10) days.
- K. Payment is to be made monthly. Claim for payment will be submitted within approximately twenty (20) days from the last day of the month for which payment is being requested.
- L. The Youth Center is under no obligation to accept a child who is deemed inappropriate by the Administrative Staff of the Youth Center for placement in the residential programs of the Youth Center.
- M. If a child is accepted by the Youth Center from Winkler County and the Administrative Staff has reason to believe that such child is mentally ill or suicidal, and has need of a mental health assessment, then the Administrative Staff shall notify Winkler County Juvenile Probation Department, who shall then arrange for the child to be evaluated by a

mental health professional. If the assessment determines that the child is in need of immediate mental health services and inappropriate for residential placement at the Youth Center of the High Plains, the Winkler County Juvenile Probation Department may institute mental commitment proceedings. The Youth Center may, based on their discretion, receive the child back into its custody, if such assessment does not indicate that the child is in need of immediate mental health services, or if the child is not committed to a mental health facility.

- N. In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for residential services, the Youth Center shall notify the Canyon Independent School District no later than the third day after the date a child is placed in the facility.

## **II. GOALS, OUTPUTS & MEASURABLE OUTCOMES**

- A. The Youth Center agrees to pursue the goals and values of the Winkler County Juvenile Probation Department through providing services to residents which enable growth, and development of the resident's potential. This development will be through provision of a safe, drug-free environment in which therapeutic services are utilized as tools for educational, emotional, and behavior change.
- B. The Youth Center shall provide Winkler County Juvenile Probation Department information on an annual basis which outlines the services provided to residents. This report shall include indicators on the effectiveness of the program as measured by output and outcome measures.

## **III. INDIVIDUAL SERVICE PLAN AND FAMILY INVOLVEMENT**

- A. The Service Plan shall be developed within the first month of placement into the CLU program.
- B. The Service Plan should contain an overview of the resident's monthly progress; program assignments; treatment skills; therapeutic program participation; and individualized treatment goals that address the risk/needs of each youth.
- C. The Service Plan will be reviewed monthly by the treatment team consisting of the Coach Staff, Counselor, Case Manager, and resident.
- D. The Case Manager will contact the resident's assigned Juvenile Probation Officer to participate in a monthly review of the service plan. In this review, the resident will be made available to the juvenile probation officer as outlined in 343.688.
- E. The Case Manager will contact the resident's family/caregiver to participate in a monthly review of the service plan.
- F. The original Service Plan shall be retained in the resident's file, with copies provided to the resident, the resident's parent or legal guardian and the supervising Juvenile Probation Officer.
- G. Every three months, an in-person review of the Service Plan will be held with all members of the treatment team, the resident, the family/caregiver, and the Juvenile Probation Officer.



- H. Copies of the Service Plan review shall be provided to the resident, the resident's parent or legal guardian, the Juvenile Probation Officer, and the original retained in the resident's file.
- I. Winkler County reserves the right to terminate the child's placement at the Youth Center at its discretion. The Youth Center will not release a child to any person or agency other than an agent of Winkler County without the express consent of Winkler County.
- J. The Youth Center shall assist the Winkler County Juvenile Probation Department in completing an appropriate individualized aftercare plan.
- K. The Winkler County Juvenile Probation Department must approve the child's participation in any furloughs, home visits, or extended trips while in CLU.
- L. Unless otherwise stipulated by the Winkler County Juvenile Probation Department, the child may visit with parents and relatives at the placement in accordance with established Youth Center policies.
- M. Youth Center personnel shall not dispense prescription medication without verification that a physician has prescribed that medication for that particular child.

**IV. EXAMINATION OF PROGRAM AND RECORDS**

- A. The Youth Center 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 their client's records. This examination and evaluation of the program will include unscheduled site visitations, observation of program in operation, interviews, and the administration of questionnaires to the staff of the Youth Center and the child.
- B. The Youth Center shall provide to Winkler County such descriptive information on its program and residents placed by the Winkler County Juvenile Probation Department as requested on forms provided by Winkler County.
- C. The Youth Center agrees to maintain and make available for inspections, audit or reproduction by an authorized representative of Winkler 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 Youth Center shall, when receiving whole or partial payment with any state grant funds, retain all applicable records for a minimum of seven (7) years and until any pending audits and all questions arising therefore have been resolved and shall make all contractual agreements with Winkler County available for Department inspection.
- E. Winkler County shall evaluate the Youth Center's performance under this Agreement according to the following specific goals for the Youth Center:
  - 1. Ensure children complete residential placement.
  - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.
  - 3. Ensure children's protective factors increase as they progress in the treatment program.

- F. Winkler County shall additionally evaluate the Youth Center 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 averaged total number of days for children to successfully complete the program.
  4. The total number of children leaving the residential program to be reunified with the family.
  5. The total number of children leaving the residential program to be placed in another secure/unsecure placement.
  6. The total number of children leaving the residential program for a TJJD Commitment
  7. The total number of children leaving the residential program for placement at the Randall County Jail.
- G. The Youth Center shall report on a semi-annual basis to Winkler County as to each of the foregoing output and outcome measures. These reports will be reviewed by Winkler County in order to monitor the Youth Center for programmatic compliance with this Agreement.

**V. FEE ASSESSMENT**

- A. Residents or their families shall not be assessed fees for services by the Youth Center unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek contribution from families of Winkler County residents for clothing, personal articles, and funds to assist in a youth's special needs.
- B. If a child is eligible for fiscal support from another state agency or organization, the Youth Center shall ensure that Winkler County is not charged for such fiscal support for which the client is otherwise eligible.
- C. The Youth Center agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. The Youth Center will not contact other department employees regarding any claims of payment.
- D. The Youth Center agrees and understands that all financial obligations of Winkler County provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.
- E. The Youth Center is hereby notified that state funds are used to pay for services rendered to Winkler County. For this reason, the Youth Center shall account separately for the receipt and expenditure of all funds received from Winkler County, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

**VI. EQUAL OPPORTUNITY**

- A. Services shall be provided by the Youth Center in compliance with the Civil Rights Act of 1964. The Youth Center will not discriminate against any employee, applicant for employment, or child because of race, religion, sex, national origin, age or handicapped condition.

- B. The Youth Center will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, sex, national origin, age, or handicapped condition.
- C. The Youth Center agrees that it shall adopt and implement work place guidelines concerning persons with AIDS and HIV related medical information in accordance with the provisions found in Acts 1989, 71<sup>st</sup> Leg., Ch. 1195, Section 5.03 and Section 5.04.

**VII. ASSURANCES**

- A. The Youth Center shall comply with all applicable state and federal laws.
- B. The Youth Center shall account separately the receipt and expenditure of state funds.
- C. The Youth Center will be operated in accordance with standards promulgated by the Texas Juvenile Justice Department.
- D. The personnel of the Youth Center shall make all reports of abuse, neglect, and exploitation to the Texas Juvenile Justice Department as proscribed by law. The placing County will be notified of investigation involving their residents.
- E. The Youth Center is owned and operated solely by Randall County and therefore exempt from certifying its eligibility to receive state funds and is therefore exempt from service provider reporting, however, the Youth Center will voluntarily provide information on its services as outlined above in this contract.
- F. Per Government Code, Chapter 2270, the Randall County Juvenile Probation Department / Youth Center of the High Plains acknowledges that it does not currently, and shall not during the term of this contract, boycott Israel.
- G. The Winkler County Juvenile Probation Department, based on information from monitoring or other verifiable sources, may terminate this contract for the reasons set forth in the article dealing with termination below, or take other actions including, but not limited to:
  - 1) Impose recommendation from audit or investigate finding, or sanctions, and/or
  - 2) Suspend, place into abeyance, or remove any contractual rights including, but not limited to, withholding payment, cessation of placement and/or other removal of all clients presently in the program.

**VIII. OFFICIALS NOT TO BENEFIT**

No officer, member or employees of Randall 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 this project, shall participate in any decision relating to this Contract which effects his personal interest or have any personal or pecuniary interest, direct or indirect in this Contract or the proceeds thereof.

## **IX. DUTY TO INFORM**

- A. In the event that any principal administrative person of the Youth Center of the High Plains becomes the target of an investigation involving an allegation of moral turpitude, fraud, illegal activity or child abuse, the Youth Center will notify Winkler County within ten (10) working days.
- B. The Youth Center will notify Winkler County of any affirmative findings of child abuse, neglect, or exploitation.

## **X. DEFAULT**

Winkler County may, by written notice of default to the Youth Center, terminate the whole or any part of this contract in any one of the following circumstances:

- 1) If the Youth Center fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- 2) If the Youth Center fails to perform any of the other provision 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 Winkler County in writing) after receiving notice of default.
- 3) Except as respect to defaults of sub-contractors, Randall County shall not be liable for any excess costs if the failure to perform this contract arises out of causes beyond the control and without the fault or negligence of Randall County. If the failure to perform is caused by sub-contractors, and without the fault or negligence of either of them, Randall County shall not be liable for any excess costs for failure to perform.

## **XI. CONFIDENTIALITY OF RECORDS**

The Youth Center shall maintain strict confidentiality of all information and records relating to children involved in Winkler County 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.

## **XII. DUTY TO REPORT**

As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349 and 351, or successor provisions, the Youth Center shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of Winkler County) within twenty-four (24) hours from the time the allegation is made, to all of the following:

- 1) Local law enforcement agency
- 2) Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6716 (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
- 3) Winkler County Juvenile Probation Department.

For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

### **XIII. DUTY TO DISCLOSE**

- A. The Youth Center warrants that, prior to entering this contract, it has verified and disclosed the following information to Winkler County, 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 Winkler County:
- 1) Any and all corrective action required by any of the Youth Center licensing authorities;
  - 2) Any and all litigation filed against the Youth Center, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 3) Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Youth Center that has direct contact with juveniles;
  - 4) All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by Winkler;
  - 5) 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 Youth Center that has direct contact with juveniles was the alleged or designated perpetrator;
  - 6) The identity of any of the Youth Center's employees, interns, volunteers, subcontractors, and agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 7) The identity of any of the Youth Center's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. 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 (5) years.
- B. The Youth Center agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Winkler County any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Youth Center, prior to placing that individual in a position that involves direct contact with juveniles, and that Winkler County, in its sole discretion, may determine that the safety of children being served under this Agreement precludes such individual from being placed in a position that involves direct contact with juveniles.

### **XIV: PRISON RAPE ELIMINATION ACT (PREA)**

Pursuant to 28 CFR, Part 115, Section 115.13 (Standards for Juvenile Facilities), Randall County, if providing services in a secure correctional facility under this contract, shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act. At least once during the three-year period beginning on August 30, 2013 and at least once during each three-year period thereafter, Randall County – Youth Center of the High Plains shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to Winkler County. Randall County – Youth Center of the High Plains shall be subjected to annual contract monitoring by Winkler County to ensure that Randall County – Youth Center of the High Plains is complying with the PREA standards [PREA §115.312(b)].

**XV. WAIVER OF SUBROGATION**

The Youth Center 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 Winkler County. The Youth Center also waives any rights it may have to indemnification from Winkler County.

**XVI: SOVEREIGN IMMUNITY**

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

**XVII: REPRESENTATIONS AND WARRANTIES**

The Youth Center hereby represents and warrants the following:

- 1) That it has all necessary right, title, license and authority to enter into this Agreement;
- 2) That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certification to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Randall, or any political subdivision thereof;
- 3) That it carries sufficient insurance to provide protection to Winkler County under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement;
- 4) 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; and
- 5) That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

**XVIII: LEGAL CONSTRUCTION**

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.

**XIX: PRIOR AGREEMENTS SUPERSEDED**

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.

**XX: TERMINATION**

- A. The Contract may be terminated by either party by giving ten (10) days written notice to the other party hereto of the intention to terminate.
- B. Termination of the child's residential residence with the Youth Center of the High Plains shall occur only after notifying the Winkler County Juvenile Probation Department of the causes and with sufficient lead-time of at least ten (10) days to allow alternate placement.

**XXI. LAW AND VENUE**

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

**XXII. CONTRACT PERIOD**

The Contract period will be effective on the day of award to September 30, 2021, with three (3) options to renew for an additional twelve (12) month period. Allowable per diem rates will be adjusted annually to conform to pre-established rate schedules for the applicable fiscal year.

**XXIII. DESIGNATION OF OFFICIAL AUTHORIZED TO ACT**

The Youth Center of the High Plains hereby designates the Chief Juvenile Probation Officer of Randall County to serve as its representative in all matters pertaining to this contract. It shall be automatically renewed for one (1) year terms thereafter, commencing October 1<sup>st</sup> and ending September 30<sup>th</sup>, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

The terms of this Agreement shall be extended until such time as all services which have been requested by JPD, and are pending on the termination date stated above, have been performed.

**YOUTH CENTER OF THE HIGH PLAINS**  
9300 S. Georgia, Amarillo, TX 79118

**Winkler County**

\_\_\_\_\_  
James W. Anderson, Judge  
County Court at Law  
& Chairman of the Randall County Juvenile Board

\_\_\_\_\_  
Charles M. Wolf, Winkler County Judge  
Winkler County Juvenile Board  
Drawer Y  
Kermit, TX 79745

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

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

\_\_\_\_\_  
C. Joe Barton III, Ph.D., LPC - S  
Chief Juvenile Probation Officer  
Randall County

\_\_\_\_\_  
  
Christi Gonzales  
Chief Juvenile Probation Officer  
Winkler County

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

Date: 7/27/2020

## APPENDIX A

# Constructive Living Unit (C.L.U.)

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The Constructive Living Unit (CLU) residential program provides:

- A therapeutic milieu based on Rational Behavior Training
- Fully accredited education program provided by the Canyon Independent School District
- Appropriate daily recreation, exercise & leisure time
- Opportunity for substance abuse counseling as needed
- Social skills training
- Daily living skills
- Experiential counseling
- Highly structured environment
- Emphasis on individual responsibility and personal accountability.

### **Additional Specialized Treatment Services**

#### **Sex Offenders**

Services will be provided within the Youth Center, a contracted licensed sex offender treatment provider for youths that are accepted into the residential program of the Youth Center of the High Plains and require sex offender treatment. The LSOTP will provide specific sex offender treatment in their Systemic Treatment of Perpetrators (STOP) Program. The STOP Program is a qualified sex offender program.

#### **Substance Abuse**

Residents identified with substance abuse needs shall participate in the facility's Substance Abuse Intervention Track in addition to the standard therapeutic programming.

#### **Mental Health**

The residential program may accept youth in need of mental health services. The residential program contracts with a psychiatrist that specializes in adolescents and who is responsible for psychotropic medication maintenance and a psychologist who provides program oversight. Three (3) licensed professional counselors provide individual therapy.



STATE OF TEXAS	§	
	§	INTERLOCAL COOPERATION AGREEMENT
COUNTY OF RANDALL	§	

**WINKLER COUNTY JUVENILE PROBATION DEPARTMENT**  
and  
**THE RANDALL COUNTY JUVENILE PROBATION DEPARTMENT**  
Post-Adjudication Secure Correctional Facility Residential Treatment Services

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between Winkler County (“Sending County”), a political subdivision of the State of Texas, and the Randall County Juvenile Board on behalf of the Randall County Juvenile Probation Department (collectively referred to as “Receiving County”), a political subdivision of the State of Texas. This Agreement is entered into by the parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, the Texas Juvenile Justice Department (TJJD) has made grant funds available to Receiving County during the FY2019-2021 biennium for the purpose of Regional Service Enhancement Projects to improve the region’s ability to treat children locally, improve outcomes and decrease the likelihood of commitment to the TJJD; and

WHEREAS, the goal of the Regional Services Enhancement Project grant is to support regions in their ability to provide an array of rehabilitative services for children and their families to include evidence-based, intensive community-based, residential, re-entry and aftercare programs; and

WHEREAS, Sending County is seeking secure post-adjudication correctional residential treatment services for children under the supervision of its juvenile probation department who are at risk of commitment to the TJJD; and

WHEREAS, Receiving County has the ability to provide said services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

**ARTICLE I**  
**PURPOSE**

- 1.01 The purpose of this Agreement is to provide Sending County with secure post-adjudication correctional treatment services for children under the probation supervision of Sending County who have been accepted by the Randall County Chief Juvenile Probation Officer (Randall County Chief) for placement at the Youth Center of the High Plains – Regional Constructive Living Unit (R-CLU) a secure post-adjudication correctional facility.

**ARTICLE II**  
**DEFINITIONS**

- 2.01 For purposes of this Agreement, the following definitions apply:
- 2.01.1 “Child/Children”: Any child/children under juvenile probation supervision of Sending County who have been accepted by the Randall County Chief for placement at the (R-CLU).
  - 2.01.2 “Child’s Probation Officer”: A juvenile probation officer of Sending County who is assigned to a Child.
  - 2.01.3 “Detention Center”: Youth Center of the High Plains, a secure pre-adjudication detention facility located at 9300 South Georgia Street, Amarillo, TX 79118.
  - 2.01.4 “Facilities”: Collectively refers to the YCHP: R-CLU and Detention Center.
  - 2.01.5 “Facility Administrator”: The individual designated by the Randall County Chief who has ultimate responsibility for managing and operating the (R-CLU) facility. This definition includes the certified juvenile supervision officer who is designated in writing as the acting Facility Administrator during the absence of the Facility Administrator.
  - 2.01.6 “Furlough”: A period of time during which a Child is allowed to leave the facility premises and go into the community unsupervised for various purposes consistent with public interest.
  - 2.01.7 “HIPAA”: Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191).
  - 2.01.8 “R-CLU”: Youth Center of the High Plains – R-Constructive Living Unit, a regional secure post-adjudication correctional facility located at 9300 South Georgia Street, Amarillo, TX 79118.
  - 2.01.9 “ITP”: Individualized Treatment Plan.
  - 2.01.10 “PREA”: Prison Rape Elimination Act of 2003 (34 U.S.C. Ch. 303 / 28 CFR §115).
  - 2.01.11 “Regional Diversion Coordinator”: Receiving County’s staff designated to serve as the liaison and primary point of contact for Sending Counties.
  - 2.01.12 “Randall County Chief”: Randall County Chief Juvenile Probation Officer.
  - 2.01.13 “Treatment Team”: Multidisciplinary team comprised of, at minimum, probation, residential and treatment staff directly involved with a child’s treatment and programming in the R-CLU.

**ARTICLE III**  
**TERM**

- 3.01 The term of this Agreement shall be for twelve (12) months, commencing on September 1, 2020 and expiring on August 31, 2021 and shall automatically renew for one (1) year periods unless either party gives written notice of non-renewal not less than 30 days before the end of the current term; subject to continued state appropriated funding.

**ARTICLE IV**  
**OPERATIONAL AUTHORITY**

- 4.01 Receiving County owns and operates a pre-adjudication secure detention facility, and a post-adjudication secure correctional facility. The R-CLU is a secure post-adjudication correctional facility, and the Detention Center is a secure pre-adjudication detention facility. These facilities are registered with the Texas Juvenile Justice Department (TJJD) and certified by the Randall County Juvenile Board.

**ARTICLE V**  
**ACCEPTANCE & PLACEMENT OF CHILD BY RECEIVING COUNTY**

- 5.01 The R-CLU program placement objectives are to provide:
- 5.01.1 Effective programming and services for children placed in the R-CLU.
  - 5.01.2 A successful transition and re-entry for children returning to their community.
- 5.02 Receiving County will only accept and place a child at the R-CLU with: 1) prior written approval of the Randall County Chief or Facility Administrator; 2) acknowledgement from TJJD that the child is eligible for placement in the R-CLU under the regional diversion alternatives application process; and 3) a health assessment, conducted by Receiving County, to determine if the child is in need of any emergency medical care and is not in psychiatric crisis. The parties acknowledge and agree that Receiving County is under no obligation to accept a child who is deemed by Receiving County to be inappropriate for placement in the R-CLU program.
- 5.03 Prior to admission, Receiving County shall receive from Sending County the TJJD "Interagency Placement Application" and any other pre-admission records pertaining to a child as currently listed, or subsequently amended, in 37 Texas Administrative Code, Sec. 343.600. All documents shall be sent to:

Regional Diversion Coordinator  
Randall County Juvenile Probation Department  
9300 South Georgia Street  
Amarillo, TX 79118  
[ErinWyrick@rcjj.org](mailto:ErinWyrick@rcjj.org)  
(806)468-5783 | fax: (806)468-5713

**ARTICLE VI**  
**RESPONSIBILITIES AND OBLIGATIONS OF RECEIVING COUNTY**

- 6.01 **R-CLU Services.** Services to be provided include:
- 6.01.1 Routine supervision, intervention and therapeutic services to provide for a child’s safety, involvement in age-appropriate structured activities, educational and rehabilitative services and guidance from professionals and paraprofessionals to help attain or improve functioning appropriate to a child’s age and functioning/development.
  - 6.01.2 A full range of treatment and rehabilitative interventions including educational, social, recreational, psycho-educational, as well as behavioral and mental health services.
  - 6.01.3 Specialized treatment of children in need of sex offense specific treatment. This treatment is offered within the general R-CLU program and is tailored to effectively stabilize, manage and treat the specialized needs of these children in a developmentally appropriate manner.
  - 6.01.4 Appropriately licensed medical and mental health professionals to manage and facilitate ongoing treatment, to include crisis intervention, as needed.
  - 6.01.5 Monthly Treatment Team meetings to develop and refine Individualized Treatment Plans (ITPs), monitor the progress of children and plan each child’s transition back to the community.
- 6.02 **Education.** Within the limits of state and federal law, all children will have access to, at a minimum, appropriate public education and related services through the Canyon Independent School District while residing at the R-CLU.
- 6.03 **Basic Medical Care.** Medical health care services that can be provided at the R-CLU.
- 6.04 **Written Reports.** Receiving County shall, on a monthly basis, provide the Child’s Probation Officer with a written report of the child’s progress toward, or achievement of, goals/objectives contained in the ITP.
- 6.05 **Emergency Notification.** Receiving County will ensure that the child’s parent/legal guardian/custodian, Child’s Probation Officer and any person specifically designated by an authorized agent of Sending County are promptly notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or incident, or has been transported to a hospital or emergency care facility.

**ARTICLE VII**  
**RESPONSIBILITIES AND OBLIGATIONS OF SENDING COUNTY**

- 7.01 **Transportation.** Sending County shall be responsible for all transportation needs of a child, a Child’s Probation Officer and a child’s family, except for a child’s transportation within Randall County, Texas.
- 7.02 **Probation Supervision.** A child’s probation supervision shall remain under the jurisdiction of Sending County while the child is receiving services under this Agreement.

- 7.03 Case Plan/Case Plan Review. The Child's Probation Officer is responsible for completing the Case Plan and ongoing Case Plan Reviews, and for providing copies to the Regional Diversion Coordinator, upon child's placement in the R-CLU. All Case Plans and Case Plan Reviews shall be conducted in accordance with Title 37, Part 11 of the Texas Administrative Code.
- 7.04 Child's Parent and Probation Officer Participation. The parties acknowledge that a significant part of a child's rehabilitation process is parental involvement. The R-CLU program requires a child's parent/legal guardian/custodian to participate in treatment planning, family services and transition planning, either in person or remotely. If a child's parent/legal guardian/custodian is unable to attend in person, arrangements may be made for participation via a variety of means, including HIPAA compliant audio/visual technology, which may include utilizing the internet. The R-CLU program requires that a Child's Probation Officer participate in treatment planning, multi-disciplinary team progress reviews and transition planning. A Child's Probation Officer from a Sending County shall conduct monthly visits with a child.
- 7.05 Confidentiality. Sending County may receive protected health information related to the child under Chapter 58, Texas Family Code, which must be kept confidential. Sending County must comply with all applicable state or federal laws or regulations requiring confidential information to be safeguarded, used, or disclosed only for authorized purposes by authorized users, including but not limited to: HIPAA privacy, security and breach notification regulations; relevant Texas Family Code provisions; Sec. 159.005, Texas Occupations Code; and Sec. 129.001, Texas Civil Practice and Remedies Code.

**ARTICLE VIII**  
**SEPARATION OR DISCHARGE FROM THE R-CLU**

- 8.01 When a child's separation from the R-CLU placement program is required due to disciplinary issues or concerns for the safety and security of the child, other children or staff, the child may be transferred to a separate unit in the R-CLU or to the Detention Center for temporary housing. The child may remain separated from the program until the Facility Administrator or designee deems it appropriate for the child to return to the program or to be discharged from the R-CLU in accordance with Sec. 8.02.
- 8.02 If a child commits a new offense or a violation of probation while residing at the R-CLU, the child may be transferred to the Detention Center or to the Randall County Jail depending on the child's age and offense level. Receiving County will promptly contact Sending County to determine the next course of action for the child. If Receiving County elects to discharge the child from the R-CLU, Sending County shall pick up the child at the Detention Center promptly within 24 hours, excluding weekends and holidays. Receiving County will only release a child to a person or agency specifically designated by an authorized agent of Sending County.
- 8.03 If a child is discharged from the R-CLU, Sending County will pay the per diem rate set forth in Addendum A for each day a child remains in the Detention Center past the initial 24-hour time period, excluding weekends and holidays.
- 8.04 Receiving County reserves the right to discharge a child from placement at the R-CLU at its sole discretion and for any reason whatsoever. If the child is discharged, Sending County must send an authorized person or agency to pick up the child. Receiving County will only release a child to a person or agency specifically designated by an authorized agent of Sending County.

**ARTICLE IX**  
**FURLOUGH FROM THE R-CLU**

- 9.01 The parties recognize that a child's ITP may include time away from the R-CLU on furlough, such as weekends and/or holidays. The parties agree that any furlough decision, along with the specific time frame, must be approved by the Facility Administrator or designee upon recommendation by the Treatment Team.
- 9.02 Receiving County shall coordinate with Sending County to schedule a mutually agreeable day and time for a child's furlough. Sending County will be responsible for the child's transportation to and from Randall County, and for the child's supervision during any furlough to Sending County. Receiving County will only retain a bed for a child until the child's timely return from any approved furlough.

**ARTICLE X**  
**POST-DISCHARGE COLLABORATION**

- 10.01 Parties acknowledge that successful transition and re-entry into the community is a primary objective of the R-CLU placement program. Provided a child remains under Sending County's supervision following successful discharge from the R-CLU, parties agree and commit to maintaining collaborative contact for up to twelve (12) months regarding the child's transition back to the community.
- 10.02 Post-discharge collaboration will: 1) promote successful transition and re-entry to benefit the child, family and community; and 2) assist Receiving County in evaluating and potentially implementing programmatic changes to benefit other children, families and communities in the future.

**ARTICLE XI**  
**COMPENSATION**

- 11.01 Payment for services provided under this Agreement shall be made from state grant funds maintained and designated for this purpose by the TJJD. Said funding will: 1) compensate Receiving County for the services performed under this Agreement; and 2) be made from current funding available to the TJJD. It is understood and agreed by the parties that this Agreement is funded with state appropriated grant 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.
- 11.02 The parties agree that the portion of any day on which a child arrives at or exits the Receiving County facility shall be computed as a full day under this Agreement.
- 11.03 Sending County shall be responsible for all medical service costs not included in the basic medical care provided in the R-CLU program.

- 11.04 If any per diem or medical service costs are assessed, then Receiving County shall submit an invoice for payment to Sending County on a monthly basis within fifteen (15) working days following the end of the invoiced month. Each invoice shall include information deemed necessary for adequate fiscal control including the child's initials, SID number, number of days the child was placed during the invoiced month and the per diem rate. Receiving County will send invoices to:

Winkler County Juvenile Probation  
Christi Gonzales, Chief Juvenile Probation Officer  
County Judge Physical Address: 100 East Winkler - 1st Floore Courthouse, Kermit, TX 79745, Mailing  
Address: Drawer Y  
Kermit, TX 79745

- 11.05 Invoices submitted by Receiving County shall be paid by Sending County within thirty (30) days of receipt. The check will reference Receiving County's invoice number and will be made payable to "Randall County Juvenile Probation." Payment will be sent to:

Randall County Juvenile Probation  
Attn.: Financial Services  
9300 South Georgia Street  
Amarillo, TX 79118

- 11.06 Sending County will direct any inquiries regarding an invoice or other fiscal matter to Receiving County's Fiscal Officer at (806)468-5709. Sending County will not contact any other Receiving County employees regarding fiscal matters.
- 11.07 Because state funds are used to pay for services rendered to Sending County, Receiving County shall account separately for the receipt and expenditure of all funds received from Sending County and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

**ARTICLE XII**  
**REPRESENTATIONS**

- 12.01 Receiving County hereby represents and states the following:
- 12.01.1 That it has all necessary right, title, license and authority to enter into this Agreement.
- 12.01.2 That it is qualified to do business in the State of Texas; that it holds 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 operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Randall or any political subdivision thereof.
- 12.01.3 That it will adhere to 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 Agreement.
- 12.01.4 That all of its employees, interns, volunteers and other individuals providing services to children under the auspices of Receiving County will report and investigate any incident or allegation of abuse, neglect, exploitation, death or other serious incident involving a child in its Facilities in accordance with Chapter 261, Texas Family Code, and Title 37, Texas Administrative Code, Chapter 358, or successor provisions, and PREA.

Additionally, all incidents and allegations, including sexual abuse, serious physical abuse and death, will be faxed or emailed to Sending County's Chief Juvenile Probation Officer or other authorized designee, within 24 hours of the initial report.

12.01.5 That it prominently posts in all public and staff areas in all its office and facility areas, both the English and Spanish language versions of the following official notice forms: TJJD Notice to Public Regarding Abuse, Neglect and Exploitation; and TJJD Notice to Employees Regarding Abuse, Neglect and Exploitation.

12.01.6 That it will permit Sending County to examine and evaluate its program of services provided under the terms of this Agreement and/or to review the records of an individual child in accordance with Sec. 58.0052, Family Code. Receiving County agrees to maintain any child care records, treatment records and any documents connected with the provision of child care and special treatment services for a minimum of seven (7) years after the child's final discharge or until any pending litigation, claim, audit or review, and all questions arising therefrom, have been resolved.

Sending County's examination and evaluation of the R-CLU program may include site visitation, observation of programs in operation, interviews and the administration of questionnaires to staff, as well as children, when deemed necessary.

12.01.7 That it will cooperate with and testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter Sending County considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

12.01.8 That it will maintain strict confidentiality of all information and records relating to children from Sending County and will 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.

12.01.9 That it will respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, parent/legal guardian/custodian on the basis of age, race, color, sex/gender, religion, disability, military status, sexual orientation, national origin or other legally protected categories, classes or characteristics.

12.02 Receiving County has adopted and will comply with PREA, which establishes a zero-tolerance standard against sexual assault and sexual harassment of incarcerated persons, including juveniles, and addresses the prevention, detection, elimination and reporting of sexual assault in juvenile facilities. Pursuant to the PREA standards, Receiving County will:

12.02.1 Permit Sending County to monitor its facilities and records as necessary to ensure that Receiving County is in compliance with said standards. Receiving County will make available to Sending County a copy of its most recent PREA audit. Receiving County will be responsible for the financial cost associated with any PREA audit.



12.02.2 Collect accurate, uniform data for every allegation of sexual abuse at its facilities, using the most recent version of the Survey of Sexual Violence issued by the Department of Justice and provide all incident-based sexual abuse data and aggregated sexual abuse data for the previous calendar year to Sending County no later than May 31<sup>st</sup> of each year.

12.02.3 Ensure that all of its employees, interns, volunteers and other individuals working under the auspices of Receiving County who provide goods or services directly to children in a Facility undergo the requisite background checks, child abuse registry checks, and training certification explaining their responsibilities under Receiving County's sexual abuse and sexual harassment prevention, detection and response policies and procedures.

**ARTICLE XIII**  
**DEFAULT**

13.01 An event of default will occur under the following circumstances:

13.01.1 Receiving County defaults by failing to perform the services or any of the other responsibilities and obligations called for by this Agreement and, after receiving notice of default by Sending County, does not cure such default within a period of twenty (20) days.

13.01.2 Sending County defaults by failing to perform any of its responsibilities and obligations called for by this agreement and, after receiving notice of default by Receiving County, does not cure such default within a period of twenty (20) days.

**ARTICLE XIV**  
**TERMINATION**

14.01 This Agreement may be terminated:

14.01.1 In an event of default as defined in Article XIII hereinabove;

14.01.2 By either party upon thirty (30) days' written notice to the other party of the intention to terminate; or

14.01.3 Upon exhaustion of available funds.

**ARTICLE XV**  
**MISCELLANEOUS**

15.01 Receiving County may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Sending County.

15.02 Each party to this Agreement is responsible for its own actions and conduct in providing services under this Agreement and shall not be liable for the actions or conduct of the other. The parties expressly acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by either party of any immunities from suit or from liability to which either party otherwise may be entitled, nor will it be so construed.

- 15.03 Within five (5) business days of receiving notice of any claim, demand, suit or any action made or brought against either party, arising out of the activities conducted pursuant to this Agreement, the party will give written notice to the other party of such claim, demand suit or other action. The notice must include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; and (d) the name or names of any person(s) against whom such claim is being made.
- 15.04 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 Randall County, Texas.
- 15.05 Exclusive venue for any litigation arising from this Agreement shall be in Randall County, Texas.
- 15.06 By entering into this Agreement, the parties do not intend to create any obligations express or implied, other than those set out herein; further, the parties do not intend to create any rights in any third party by virtue of this Agreement.
- 15.07 In the event 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 invalid, illegal 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.
- 15.08 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 subject matter hereof.
- 15.09 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties.
- 15.10 Services shall be provided by Receiving County in compliance with the Civil Rights Act of 1964. Receiving County will not discriminate against any employee, applicant for employment or child because of race, religion, sex, national origin, age or handicapped condition.
- 15.11 Receiving County will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment, without regard to their race, religion, sex, national origin, age, or handicapped condition.
- 15.12 Receiving County agrees that it shall adopt and implement work place guidelines concerning persons with AIDS and confidentiality guidelines concerning HIV related medical information in accordance with Texas Health and Safety Code Sections 85.112 and 85.115.
- 15.13 No official or employee of Randall County shall participate in any decision relating to this Agreement which affects the person's personal or pecuniary interests.
- 15.14 Per Government Code, Chapter 2270, Receiving County acknowledges that it does not currently, and shall not during the term of this Agreement, boycott Israel.

**ARTICLE XVI**  
**EXECUTION**

16.01 Each person signing this Agreement warrants that he or she has power and authority to bind the party for which he or she signs to all the terms and conditions of this Agreement.

ON \_\_\_\_\_, 20\_\_\_\_ FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.


**RANDALL COUNTY JUVENILE BOARD**

**Winkler COUNTY ENTITY – JUVENILE BOARD**

\_\_\_\_\_  
Judge James W. Anderson, Chairman  
Randall County Juvenile Probation

\_\_\_\_\_  
Charles M. Wolf, Winkler County Judge  
Winkler County Juvenile Board

\_\_\_\_\_  
C. Joe Barton III, Ph.D., LPC-S  
Chief Juvenile Probation Officer  
Randall County Juvenile Probation Department

  
\_\_\_\_\_  
Christi Gonzales,  
Chief Juvenile Probation Officer  
Winkler County Juvenile Probation Department



**STATE OF TEXAS  
WINKLER COUNTY COURT**

**Contract for Residential Services**

This Residential Treatment Services agreement ("Agreement") is entered into by and between the Juvenile Probation Department acting under the authority of the Juvenile Boards of Winkler County (referred to as "Juvenile Probation") and

**The West Texas Boys Ranch** - choose:  for-profit  nonprofit | choose:  organization  corporation, located at **10223 Boys Ranch Road, San Angelo, Texas, 76904** ("Service Provider"). This agreement is entered into in accordance with the provisions of the Texas Governor's Office (Criminal Justice Division), and the Texas Juvenile Justice Department acting through the above mentioned Juvenile Boards for the respective county.

WHEREAS, Juvenile Probation by and through the Juvenile Boards desires residential care for adolescents; and the Service Provider agrees to provide the desired residential care for adolescents.

NOW, THEREFORE, it is hereby agreed as follows:

**ARTICLE I  
PURPOSE**

- 1.01 The purpose of this Agreement is to provide Juvenile Probation with residential treatment services for adolescents alleged or adjudicated to have committed delinquent conduct or conduct indicating a need for supervision and have been ordered by the juvenile court to be placed outside the child's home.

**ARTICLE II  
TERM**

- 2.01 The term of this Agreement will commence on **September 1, 2020 and end on August 31, 2021** and shall be in force for said term unless one party notifies the other in writing at least 30 days prior to the expiration of said term.
- 2.02 The terms of this Agreement shall be extended until such time as all services that have been requested by Juvenile Probation, and are pending on the termination date in section 2.01 above, have been performed.

ARTICLE III  
REPORTS & DOCUMENTATION

- 3.01 To assist Service Provider in fulfilling the reporting and documentation requirements set forth in this Agreement, a list of due dates and Juvenile Probation recipients are contained in the form of Exhibit A. Exhibit A may be revised or replaced in its entirety by Juvenile Probation as necessary.

ARTICLE IV  
OPERATIONAL AUTHORITY

- 4.01 Service Provider owns and operates a residential treatment center identified as follows: **The West Texas Boys Ranch located at 10223 Boys Ranch Road, San Angelo, Texas, 76904** ("Facility"). The Facility is licensed by the Texas Department of Family and Protective Services ("TDFPS") or other state regulatory agency authorized to license facilities that provide 24-hour residential treatment to children.

Service Provider will notify Juvenile Probation in writing of any changes to its licensing including administration, program type, and program components within 10 days from the effective date of the change. Service Provider will send a copy of its state licensing and any subsequent changes.

ARTICLE V  
SERVICES

- 5.01 Placement. Service Provider will provide 24-hour residential treatment services to children referred by Juvenile Probation and accepted by Service Provider. Juvenile Probation is under no obligation to refer children to Service Provider and Service Provider is under no obligation to accept children.
- 5.02 Level of Care Services. Service Provider will provide the levels of care for which it is licensed. A child's initial level of care must be approved by the Juvenile Probation Chief Juvenile Probation Officer. Any adjustments to a child's level of care will be mutually agreed upon, yet ultimately approved by the Chief Juvenile Probation Officer. Juvenile Probation, and/or a Juvenile Probation subcontractor may at any time inspect Service Provider's records and interview both the child and employees of Service Provider to determine if a child is at a level of care necessary to meet the child's treatment and service needs. At a minimum, Service Provider will provide services in accordance with the Basic, Moderate, Specialized, or Intense levels of care provided for in Texas Administrative Code §700.2301, §700.2321, §700.2341, and §700.2361, as effective at the time services are rendered.
- 5.03 Title IV-E. For facilities that are Title IV-E certified, when providing 24-hour care to Title IV-E eligible children under the supervision of Juvenile Probation, Service Provider will provide services in accordance with the Texas Juvenile Justice Department ("TJJD") Contracted Components of Care as effective at the time services are rendered. The Contracted Components of Care are in the form of Exhibit B, which may be revised or replaced in its entirety by Juvenile Probation as necessary.

- 5.04 Education. Within the limits of state and federal law, and in accordance with the Texas Education Code §25.001(b)(7), Service Provider will provide each child with a free and appropriate public education by the school district in which the Facility is located. In accordance with Texas Education Code §29.012(b)(1), Service Provider will notify its applicable school district not later than the third day after the date a child is placed in the Facility.
- 5.05 Additional Services. Service Provider will provide to a child any additional amenities and services not included in the level of care services that are provided to all children placed at its Facility. Additional amenities and services may include allowances, haircuts, special hygiene items, and transportation for approved furloughs.
- 5.06 Medical and Psychiatric. Service Provider will provide any medical and/or psychiatric treatment required to meet the needs of the child. Excluding emergency situations, Service Provider will obtain prior consent from a child's Probation Officer to incur any costs associated with psychiatric and medical needs. In any event, a child will always be provided emergency psychiatric and medical care.
- 5.07 Individualized Treatment Plan ("ITP"). Within 30 days of placement, Service Provider will initiate and develop a child's ITP. The ITP will be developed in accordance with Texas Administrative Code §351.13 and will contain specific behavioral goals that are appropriate to the child and the types of services to be provided under the appropriate levels of care. When setting a child's behavioral goals, Service Provider should use the nine (9) domains listed in Texas Administrative Code §351.13(a): Medical, Safety and Security, Recreational, Educational, Mental/Behavioral Health, Relationship, Socialization, Permanence, and Parent and Child Participation. A child is not required to have a goal in each domain; however, a child may have one or more different goals within the same domain. Service Provider will provide a copy of the ITP to the child's Probation Officer within 10 working days following its completion.
- 5.08 ITP Review Meetings. Service Provider will initiate and document ITP Review Meetings and attempted ITP Review Meetings among Service Provider, a child's Probation Officer, a child's parent, legal guardian or custodian, and the child for the purpose of justifying continued placement. ITP Reviews will be conducted in accordance with Texas Administrative Code §351.13.ITP. In any event, ITP Review Meetings will be conducted at a minimum of every 90 days. Once a child has met the goal(s) identified in the ITP, new goals should be developed for the child. The ITP must contain documentation acknowledging that the plan was developed in consultation with the child, the child's parent/legal guardian/custodian, and the child's Probation Officer. A copy of the placement justification will be submitted to the child's Probation Officer within 10 working days following an ITP meeting.
- 5.09 Service Reports. Service Provider will provide Service Reports indicating each child's progress at the Service Provider's Facility. This report will contain, but is not limited to: total hours of professional or paraprofessional counseling and treatment provided; each child's progress in achieving the ITP goals; any issues that Service Provider feels may hinder a child's ability to complete the Service Provider's program; or the terms of probation, if applicable; and the number and type of investigations made by Service Provider's licensing agency or any law enforcement agency due to reports of abuse and/or neglect. Service Reports will be completed once a month,

unless otherwise agreed to by the Chief Juvenile Probation Officer, and will be emailed to the child's Probation Officer within 10 working days following completion of the report.

- 5.10 Duty to Report. Service Provider and all of its employees, volunteers, or other individuals acting under the auspices of Service Provider, will report any incident or allegation of any incident of abuse, neglect, exploitation, death or other serious incident involving a child as required by the Facility's licensing authority, and in accordance with the reporting requirements of Texas Family Code §261.101. For the duration of a child's placement at Facility, Service Provider will immediately notify the Chief Juvenile Probation Officer of any incident of serious abuse, neglect, exploitation, death, or other serious incident involving any child at the Facility.
- 5.11 Duty to Report: Children under the Supervision of Juvenile Probation. In addition to the reporting requirements set forth in section 5.10 herein, with respect to all children under the supervision of Juvenile Probation, a report of an allegation or incident of physical abuse, sexual abuse, sexual harassment, neglect, exploitation, death or other serious incident must immediately be called in to the Chief Juvenile Probation Officer, and a copy of the written report must be faxed to the **Winkler County Chief Juvenile Probation Officer at facsimile number 432-586-2319 within 24 hours.**
- 5.12 Emergency Notification. Service Provider will immediately notify a child's parent/legal guardian/custodian, the child's Probation Officer, and the Chief Juvenile Probation Officer if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. In the event of serious illness or accident that requires emergency care, Service Provider will transport the child to the nearest hospital or emergency care facility.
- 5.13 Discharge and Release. Juvenile Probation reserves the right to terminate a child's placement with Service Provider at its discretion. Service Provider must not release a child to any person or agency other than an authorized Juvenile Probation designee without the express consent of the child's Juvenile Probation Officer.
- 5.14 Survey of Sexual Victimization (SSV). Service Provider will document every allegation of sexual abuse and sexual harassment using the most recent version of the Department of Justice's SSV and the definitions contained therein, as instructed in Exhibit A. Service Provider will provide a copy of the SSV for the previous calendar year to Department Secretary no later than **April 30th of each year.**

## ARTICLE VI EVALUATION CRITERIA

- 6.01 Juvenile Probation will monitor and evaluate Service Provider for programmatic compliance with this Agreement and the effectiveness of Service Provider's program based on the goals, outputs, and outcomes listed below. Service Provider will provide to the Department Secretary the information contained in sections 6.01.B.1-4 and 6.01.C.1-4 below by the 15th day following December 31st, March 31st, June 30th, and September 30th. These reports will only be completed if a child has received services from Service Provider during the reporting period.



- A. Goals. Juvenile Probation will evaluate Service Provider's performance under this Agreement according to the following specific performance goals:
1. Ensure that each child shows improvement in the goals set forth in the child's ITP.
  2. Ensure that each child successfully completes placement at the Service Provider's program.
  3. Ensure that the Service Provider's program effectively promotes the prevention of a child's re-referral to the juvenile or criminal justice system, or commitment to TJJD.
- B. Outputs. Juvenile Probation will additionally evaluate Service Provider's performance under this Agreement according to the following output measures:
1. The number of children who received services in Service Provider's program during the monitoring period.
  2. The number of children who made progress in their identified goals set forth in the ITP. If a child has shown improvement in 50% or more of the identified goal(s) during the monitoring period, the child will be considered to have made progress.
  3. The number of children who were successfully discharged from Service Provider's program.
  4. The number of children who were unsuccessfully discharged from Service Provider's program.
- C. Outcomes. Juvenile Probation will further evaluate Service Provider by the following outcome measures:
1. Percentage of children who made progress towards their goals.
  2. Percentage of children who were successfully discharged from Service Provider's program.
  3. Percentage of children who were unsuccessfully discharged from Service Provider's program.
  4. Percentage of children who were successfully discharged from Service Provider's program and subsequently re-offended and/or were committed to TJJD within one, two, and three years of completion.

ARTICLE VII  
COMPENSATION

7.01 Per Diem Rate. For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider the daily rate as outlined below or an amount negotiated by Juvenile Probation and Service Provider, an amount not more than the per diem rate for the level of care provided, as established by the Texas Health and Human Services Commission for a 24-hour Residential Treatment Center, and effective at the time services under this Agreement are rendered. If the child is IVE certified and statewide placement level of care rates increase the higher level will be paid. (If TDFPS level of care rates change during the contract year new level of care rates will be paid or negotiated based on child's new level.)

LEVEL OF CARE	DAILY RATE	TYPE OF FACILITY	
		CPA	RTC
Basic	<u>\$45.19</u>	\$49.54	\$45.19
Moderate	<u>                    </u>	\$87.36	\$108.08
Specialized	<u>                    </u>	\$110.10	\$197.69
Intense	<u>                    </u>	\$186.42	\$277.37
Intense Plus	<u>                    </u>	N/A	\$400.72
Emergency Shelter	<u>                    </u>	N/A	\$129.53

- 7.02 Additional Costs. Any and all medical, dental, or psychiatric treatment costs, as well as other expenses not provided for in Service Provider's program, are the primary responsibility of a child's parent/legal guardian/custodian, to be paid by personal payment, health insurance or Medicaid coverage. However, in no case will a child be denied any needed medical/psychiatric treatment or clothing due to the parent/legal guardian/custodian's inability to pay.
- 7.03 Payment from Other Sources. Service Provider will use its best efforts to seek and obtain all benefits available from other sources for a child's medical, dental, psychiatric, or other costs that are not included in the per diem rate. Service Provider will initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to a child's parent/legal guardian/custodian, Medicaid, Social Security, medical insurance coverage, or other sources, must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the child's name, child's SID number, the dates and times services were provided, and such other information deemed necessary for adequate fiscal control.
- 7.04 Invoice Submission. Service Provider will submit an invoice for payment of per diem rate services and additional costs for which Service Provider obtained prior approval from Juvenile Probation and was unable to recoup costs from other sources. Service Provider will submit an invoice for payment to the Chief Juvenile Probation Officer on a monthly basis, within ten (10) business days following the end of the invoiced month, by mailing the invoice to: **Winkler County Juvenile Probation Department, 401 South Pine, Kermit, Texas, 79745.** Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Said invoice will: be on Service Provider's letterhead; be given an invoice number; list the names of current children and their PID numbers. Each invoice will include information deemed necessary for adequate fiscal control, including but not limited to: number of placement days for each child, specific dates of placement; additional medical, dental, psychiatric, or other services as pre-approved by the child's Juvenile Probation Officer or as provided in the event of emergency; the level of care provided for each child; and the current per diem rate. Invoices submitted by Service Provider in proper form will be paid by Juvenile Probation in a timely manner. Any invoices received thirty (30) days after the ten (10) business days following the end of the invoiced month, may not be processed for payment.
- 7.05 Furloughs. Juvenile Probation recognizes that part of a child's rehabilitation may include time away from Service Provider's Facility, such as weekends and holidays, and that Service Provider must retain space for the child until his/her return. To this end, Juvenile Probation agrees to pay Service Provider 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 approval has been obtained by Juvenile Probation. Furloughs will not be authorized for the first 90 days of placement, or until the completion of the first ITP Review, whichever comes first, except in only highly unusual situations. ITPs may warrant more than four (4) days away from the Service Provider's facility. However, this may only be done if approved in writing by the child's Juvenile Probation Officer, and any such additional days will not be charged to Juvenile Probation.

- 7.06 Duplicate Payments. In order to avoid duplicate payments for children being transferred to another child care agency under contract with Juvenile Probation, the other child care agency will bill Juvenile Probation on the day the child is transferred into their program; Service Provider will not bill Juvenile Probation for the last day of care.
- 7.07 Other Costs. Services which are not directly addressed by this Agreement must be submitted for approval with associated billing for reimbursement from Juvenile Probation.
- 7.08 Payment Claims. Service Provider agrees to make claims for payment or direct any payment disputes to the Chief Juvenile Probation Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 7.09 Refund & Repayment. In the event of overpayment of funds or termination as described in Article XVI, Service Provider shall refund any amount due to Juvenile Probation within 30 days.
- 7.10 Funding Contingency. Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VIII  
ACCOUNTING, REPORTING, & AUDITING

- 8.01 Eligible to Receive State Funds. Pursuant to *Texas Family Code § 231.006*, Service Provider certifies that it is eligible to receive payment for services under this Agreement and that no individual, sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% in Service Provider's agency who has been ordered to pay child support under Title 5 of the Texas Family Code is more than 30 days delinquent. Service Provider acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 8.02 Acceptance of State Funds. Service Provider understands that acceptance of state funds under this Agreement 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. Service Provider 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 Provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate are included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.
- 8.03 State Comptroller. Service Provider states that it maintains good standing with the State Comptroller of Public Accounts and is not on vendor hold status.
- 8.04 Generally Accepted Accounting Principles ("G.A.A.P."). Service Provider acknowledges that state funds may be used to pay for services rendered to under this Agreement. For this reason, Service Provider will account separately for the receipt and expenditure of all funds received from Juvenile

Probation, the State of Texas, or any federal program, and will adhere to G.A.A.P. in the accounting, reporting and auditing of such funds.

- 8.05 Documentation of Services. Service Provider will maintain and make available to Juvenile Probation documentation of time spent in the performance of services to children under the supervision of Juvenile Probation, and will provide any leave documentation provided by employees, interns, volunteers, subcontractors and private vendors.
- 8.06 Examination & Evaluation. Service Provider will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, and interview or questionnaire administration to Service Provider staff and other individuals when deemed necessary.
- 8.07 Requests for Information. Service Provider will comply in a timely and complete manner with all of Juvenile Probation's requests for information as a part of the monitoring, auditing, or investigatory process.
- 8.08 Records Retention. Service Provider will retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and will make available to Juvenile Probation's inspection all contractual agreements with Service Provider's subcontractors for services related to this Agreement.

#### ARTICLE IX REPRESENTATIONS

- 9.01 Authority to Contract. Service Provider states that it has all necessary right, title, license and authority to enter into this Agreement.
- 9.02 Qualified to do Business. Service Provider states that it is qualified to do business in the State of Texas; that it holds 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 operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tom Green, or any political subdivision thereof.
- 9.03 Licensed. Service Provider states that it holds all necessary licenses and staff certifications to provide the type(s) of services being provided for under this Agreement.
- 9.04 Legal Compliance. Service Provider will adhere to 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 Agreement.
- 9.05 Assignment. Service Provider will not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

- 9.06 Notice of Suit. Service Provider will notify Juvenile Probation within five (5) days of receiving notice if any of Service Provider's employees, volunteers, and other individuals acting under the auspices of Service Provider is named as a party in a civil lawsuit or criminal proceeding if the lawsuit relates to services provided under this Agreement.
- 9.07 Health & Safety of Youth. Service Provider will ensure that all of its programs, services, and facilities provide adequate health and safety protections, procedures, and policies for all youth being serviced.
- 9.08 Confidentiality. Service Provider will maintain strict confidentiality of all information and records relating to all children under the supervision of Juvenile Probation and will 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.
- 9.09 Judicial Proceedings or Hearings. Service Provider will cooperate with and testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter Juvenile Probation considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
- 9.10 Insurance. Service Provider will carry sufficient insurance to provide protection to Winkler County and Juvenile Probation under the indemnity provisions contained herein, as well as for any potential liabilities that arise from or related to this Agreement, that, if requested, it will cause its insurance carrier to identify the Winkler County Juvenile Probation Department as a certificate holder on its policy, and will add Winkler County, the Juvenile Board of Winkler, County, and the Winkler County Juvenile Probation Department as additional insureds on its policy. Service Provider will provide a copy of its current insurance policy to the Department Secretary.
- 9.11 Boycott Israel. Service Provider has not, and will not boycott Israel during the term of this Agreement. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ARTICLE X  
MISCELLANEOUS

- 10.01 Indemnification. Service Provider will indemnify, defend and hold harmless Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Juvenile Probation for any act(s) of commission or omission of Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

- 10.02 Agreements Superseded. 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.
- 10.03 Amendments. No amendment, modification, or alteration of the terms hereof will be binding unless the same be in writing, be dated subsequent to the date hereof, and be duly executed by the parties hereof.
- 10.04 Officials Not to Benefit. No officer, employee, or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body or the locality or localities in which services are being provided for under this Agreement who exercise and functions or responsibilities in relation to this Agreement 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. Service Provider will provide a list of its current and as revised Board of Directors to the Chief Juvenile Probation Officer.
- 10.05 Enforcement. Any failure by Juvenile Probation to insist upon strict performance of any material provision of this Agreement or the accompanying Attachments shall not be deemed a waiver thereof or of any other provision and Juvenile Probation will have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.
- 10.06 Relationship of the Parties. Service Provider enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Service Provider, or any of Service Provider's employees, look to Winkler County as his/her employer, or as a partner, agent or principal. Neither Service Provider, nor any of Service Provider's employees, shall be entitled to any benefits accorded to Winkler County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Service Provider shall be responsible for providing, at Service Provider's expense, and in Service Provider's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.

ARTICLE XI  
LAW & VEUNUE

- 11.01 Law & Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any litigation arising from this Agreement must be in Tom Green County, Texas.
- 11.02 Validity. In the event any one or more of the provisions contained in this Agreement is 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 XII  
EQUAL OPPORTUNITY

- 12.01 Non-Discrimination. Service Provider will respect and protect the civil and legal rights of all employees, children, and their parents in compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, and all amendments to each, and all requirements imposed by the regulations pursuant to these acts. It will not unlawfully discriminate against any employee, prospective employee, child, parent/legal guardian/custodian on the basis of age, race, color, sex, religion, disability, national origin, or other legally protected categories, classes, or characteristics.
- 12.02 HIV/AIDS Guidelines. In accordance with Subtitle D, Title 2, Health and Safety Code, Chapter 85, Section 85.113 and 85.115, Service Provider will adopt and implement workplace and confidentiality guidelines concerning persons with AIDS and HIV infection and related medical information. Service Provider guidelines shall be consistent with guidelines published by the Texas Department of Health, and all other applicable regulations, policies and procedures.

ARTICLE XIII  
PREA & DUTY TO REPORT

- 13.01 Prison Rape Elimination Act. Pursuant to 28 CFR, Part 115, Section 115.13 (Standards for Juvenile Facilities), Service Provider, if providing services in a secure correctional facility under this Agreement, shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act. At least once during the three-year period beginning on [insert initial PREA audit date], and at least once during each three-year period thereafter, Service Provider shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to Juvenile Probation upon request.
- 13.02 Duty to Report. Service Provider and all of its employees, volunteers, or other individuals will report any incident or allegation of any incident of abuse, neglect, exploitation, death or other serious incident involving a child as required by the facility's licensing authority, and in accordance with the reporting requirements of Texas Family Code §261.101. For the duration of a child's placement at the Facility, Service Provider will immediately notify Juvenile Probation of any incident of serious abuse, neglect, exploitation, death, or other serious incident involving any child at the Facility.

ARTICLE XIV  
DEFAULT

- 14.01 Service Provider defaults by:
- A. Failing to comply with any federal or state law, administrative rule, or regulation applicable to the services provided herein;
  - B. Failing to perform its duties and responsibilities in accordance with the terms and conditions of this Agreement; or

- C. Failing to achieve the defined goals and outcomes contained herein.
- 14.02 An event of default will occur when, after receiving notice of default by Juvenile Probation, Service Provider does not cure such default within a period of time as designated by Juvenile Probation.

ARTICLE XV  
SANCTIONS & PENALTIES

- 15.01 Based on information from monitoring or other verifiable sources, Juvenile Probation may terminate this contract for the reasons set forth in Article XIV, or take actions including but not limited to: imposition of recommendations from an audit or investigation, removal of all Juvenile Probation children currently in the program, and/or cessation of placement.
- 15.02 Service Provider acknowledges that a default or an event of default as defined in Article XIV herein may result in payment being withheld or permanently suspended in whole or in part, and that Service Provider may become ineligible to enter into future agreements with Juvenile Probation.

ARTICLE XVI  
TERMINATION

- 16.01 This Agreement may be terminated:
- A. Upon an event of default as defined in section 14.02 herein;
  - B. Upon expenditure of available funds as stated in section 7.10 herein;
  - C. Upon 30 days' written notice by either party, to the other party; or
  - D. At any time by mutual agreement in a writing signed by both parties.
- 16.02 If at any time during the term of this Agreement Juvenile Probation, in its sole discretion, determines that the safety of a child being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XVII  
EXECUTION

- 17.01 Each person signing this Agreement warrants that he or she has power and authority to bind the party for which he or she signs to all of the terms and conditions of this Agreement.

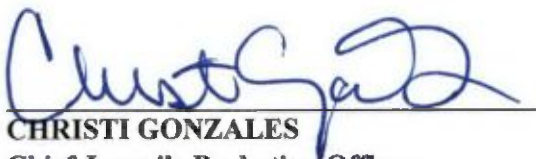
ON \_\_\_\_\_, 20\_\_ FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.



**WINKLER COUNTY JUVENILE  
PROBATION DEPARTMENT**


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**Honorable Judge Charles M. Wolf  
Winkler County Judge  
100 East Winkler, 1<sup>st</sup> Floor Courthouse  
Kermit, Texas 79745**



**CHRISTI GONZALES  
Chief Juvenile Probation Officer  
Winkler County  
Juvenile Probation Department**

**WEST TEXAS BOYS RANCH  
10223 Boys Ranch Road  
San Angelo, Texas 76904**



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**Jeremy Vincent  
Chief Executive Officer**

**EXHIBIT A**

**CONTRACT REPORTS AND DOCUMENTATION REFERENCE SHEET**

<b>ITEM</b>	<b>SECTION</b>	<b>DUE</b>	<b>JUVENILE PROBATION</b>
State Licensing & Subsequent Licensing Changes	4.01	Licensing: Prior to Agreement execution. Licensing Changes: Within 10 days.	Sr. JPO for Residential Placement Audits
Insurance Policy	9.10	Prior to execution of this Agreement.	Department Secretary
Individualized Treatment Plan (ITP)	5.07	Within 30 days of a child's placement at Facility.	Assigned JPO
ITP Review	5.08	Within 10 days following an ITP Review Meeting.	Assigned JPO
Service Reports	5.09	Within 10 days following the end of the reported month.	Assigned JPO
Quarterly Reports	6.01	Within 10 days following the end of the reported quarter.	Chief Juvenile Probation Officer
Survey of Sexual Victimization	5.14	Located at: <a href="http://www.bjs.gov/index.cfm?ty=dcdetail&amp;iid=406">http://www.bjs.gov/index.cfm?ty=dcdetail&amp;iid=406</a> → "Questionnaires" → "SSV6". Due: April 30 <sup>th</sup> of each year	Department Secretary
PREA Audit or Exemption Letter	13.01	Letter: Promptly after Agreement signed; <i>or</i> Audit: Upon completion of audit.	Department Secretary
Invoices	7.04	Within 10 days following the end of the invoiced month.	Chief Juvenile Probation Officer

<b>JUVENILE PROBATION DESIGNEE</b>	<b>CONTACT INFORMATION</b>
Chief Juvenile Probation Officer	Christy Gonzales christy.gonzales@co.winkler.tx.us 432.586.3088
Department Secretary	
Sr. JPO for Residential Placement Audits	
Assigned Probation Officer	Name: Email: Phone:

## EXHIBIT B

### TJJD CONTRACTED COMPONENTS OF CARE – TITLE IV-E ELIGIBLE

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

#### DAILY LIVING SKILLS

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

#### ASSESSMENT, SERVICE PLANNING AND COORDINATION

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

#### ROUTINE 24-HOUR CHILDCARE

- A. **Food.**
  1. The Service Provider will provide food in accordance with requirements of Texas Department of Family and Protective Services (DFPS) Child Care Licensing Minimum Standards.
  2. The Service Provider will ensure that each child receives fresh fruits, vegetables and dairy products at least once a day.
  3. The Service Provider will ensure that children have input into meal planning.
- B. **Clothing and Personal Items.**
  1. The Service Provider will maintain an inventory of the child's clothing and personal items that are of substantial and/or sentimental value by:
    - Completing an inventory of clothing and personal items at admission, as additional clothing and personal items are purchased or provided, and at discharge for a planned discharge and within 30 days after an unplanned discharge;
    - Ensuring that the child (when age and developmentally able) and the Service Provider's staff sign and date the clothing and personal item inventory, except when the clothing and personal item inventory is completed after an unplanned discharge;
    - Sending the clothing and personal item inventory with the juvenile probation officer (JPO), TJJD staff, or other department designee at discharge for planned discharges; and
    - Providing the juvenile probation department with the clothing and personal item inventory within 30 days after an unplanned discharge.

2. The Service Provider will provide each child with appropriate clothing that at a minimum is:
  - In sufficient quantity to ensure an adequate amount of the following: t-shirts, undershirts, underwear, bras, socks, shoes, pants, shirts, skirts, blouses, coats/jackets, sweaters, pajamas, shorts, and other clothing necessary for a child to participate in daily activities;
  - Gender and age-appropriate;
  - Proportionate to the child's size;
  - In good condition, and is not worn-out with holes or tears (not intended by the manufacturer to be part of the item of clothing); and
  - Clean and washed on a regular basis.
3. The Service Provider will allow children to label their clothes with their name or initials.
4. The Service Provider will provide each child with appropriate items necessary to meet their hygiene and personal grooming needs by:
  - Making grooming products available so that each child is able to maintain good hygiene and grooming practices;
  - Ensuring that grooming products meet each child's ethnic hygiene and individual haircare needs;
  - Ensuring sufficient hot water is available for daily baths or showers; and
  - Providing training/education as necessary to ensure each child understands the concepts of personal hygiene and grooming and what they need to do on a daily basis to achieve and maintain good hygiene and grooming.

**C. Room, Board, and Furnishings.**

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

**DISCIPLINE AND CRISIS MANAGEMENT**

**A. Discipline.**

1. The Service Provider will use appropriate authority and discipline practices as necessary to set limits for behavior and help each child develop the capacity for self-control; and
2. The Service Provider will develop and implement discipline and emergency behavior intervention policies that are consistent with DFPS Child Care Licensing Minimum Standards at:
  - [http://www.dfps.state.tx.us/Child\\_Care/Child\\_Care\\_Standards\\_and\\_Regulations/default.asp](http://www.dfps.state.tx.us/Child_Care/Child_Care_Standards_and_Regulations/default.asp), and the Texas Administrative Code, including, but not limited to, the following:
    - The Service Provider will not use, give permission to use, or threaten to use physical discipline with any child.
    - The Service Provider will not threaten the child with loss of visits with family or siblings as a punishment or deterrent to behavior.
    - The Service Provider will not threaten the child with loss of placement as a punishment or deterrent to behavior.

**B. De-Escalation and Crisis Management.**

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

## **EDUCATIONAL AND VOCATIONAL ACTIVITIES**

### **A. Educational Activities.**

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

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

1. Has access to appropriate vocational activities and community education programs;
2. Receives the assistance needed to maximize the benefit of these activities; and
3. Is provided transportation to vocational activities.

## **ROUTINE RECREATIONAL ACTIVITIES**

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

**TRAVEL**

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

**CULTURAL COMPETENCE**

- A. The Service Provider will provide the contracted components of care with a high level of individual and organizational cultural competence as described below:
  - 1. Individual Cultural Competence – The knowledge, skill or attribute one has relative to cultures other than his/her own, that is observable in the consistent patterns of an individual's behavior, interaction and work related activities over time, which contributes to the ability to effectively meet the needs of children and families receiving services.
  - 2. Organizational Cultural Competence – A set of values, behaviors, attitudes and practices within a system, organization, program or among individuals, which enables staff and volunteers to work effectively with children and families from other cultures. Furthermore, it refers to the staff's ability to honor and respect the beliefs, language, interpersonal styles and behaviors of individuals and families receiving services.

**SERVICE PROVIDER PARTICIPATION**

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

**MAINTAINING CONNECTIONS**

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

**PROVIDING TESTIMONY**

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

**LEAST RESTRICTIVE SETTING**

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

## **CONTRACT FOR RESIDENTIAL SERVICES**

In accordance with provisions of Winkler County, the **Winkler County Probation Department**, hereinafter called "**JUVENILE DEPARTMENT**," and **Father Flanagan's Boys' Home** hereinafter called "**SERVICE AGENCY**," by this Agreement, and in consideration of the mutual promises set forth below agree to the following:

### **I. PROVISIONS OF SERVICE AND COMPENSATION**

A. The SERVICE AGENCY agrees to provide the following residential services for housing and supervision of alleged or adjudicated juvenile offenders placed in licensed juvenile care facilities by the JUVENILE DEPARTMENT (hereinafter referred to as "residents"), which services shall be limited to:

1. Provide secure and/or non-secure residential facilities for residents at the Levels of Care indicated in **Exhibit Nos. 1, 2 and 3** (which are attached hereto and incorporated herein for all purposes);
2. Each resident placed in SERVICE AGENCY's residential facilities pursuant to this Contract shall have access to the community to achieve treatment or correctional objectives through applicable educational or employment programs provided by SERVICE AGENCY. SERVICE AGENCY's residential facilities and services described on Addendum #1 and #2 attached hereto are not primarily used for (a) the confinement or detention of juvenile residents or others, or (b) the restriction of the movements and activities of juvenile residents or subject juvenile residents to control through the use of physical barriers or intensive supervision.
3. Provide medical attention for each resident placed in the SERVICE AGENCY's facilities in accordance with Paragraph O of this Article I;
4. Provide crisis intervention for each resident placed in the SERVICE AGENCY's facilities at the Levels of Care indicated in Exhibit Nos. 1 and 2, including all emergency counseling and routine counseling for each resident, as necessary;
5. SERVICE AGENCY will be financially responsible for all medical, dental, psychiatric, pharmacy, optometry, and therapeutic care provided to a youth up to a maximum of \$5,000 annually. Any medical, dental, pharmacy or optometry needs that exceed the \$5,000 maximum annually will be the financial responsibility of the JUVENILE DEPARTMENT. SERVICE AGENCY will make reasonable efforts to bill third party payors, including Medicaid, for the aforementioned health care expenses based on information provided by the JUVENILE DEPARTMENT. If SERVICE AGENCY is not reimbursed by third party payors exceeding \$5,000 annually, the JUVENILE DEPARTMENT shall be financially responsible for fifty percent (50%) of the gross charges for such health care expenses provided by SERVICE AGENCY providers and shall reimburse SERVICE AGENCY for one hundred percent (100%) of the health care expenses SERVICE AGENCY purchased from external or non-SERVICE AGENCY providers.

6. Participate in the formulation, preparation, review and modification of an Individual Program Plan (IPP) for each resident, pursuant to Article II herein;
7. Prepare and maintain a written progress report for each resident, as provided in Paragraph I of this Article I; and
8. Maintain records for residents in accordance with applicable laws and regulations and the provisions hereof.

B. As consideration for the above-specified services, the JUVENILE DEPARTMENT agrees to pay the SERVICE AGENCY the amounts set forth on Exhibit No. 2 attached hereto, which are calculated per resident for each day in which each resident is provided services by SERVICE AGENCY hereunder.

C. Recognizing that a resident's rehabilitation program may include scheduled time away from the residential setting of the SERVICE AGENCY, such as weekends, holidays, etc., and that the SERVICE AGENCY must retain space for a resident during a scheduled absence until his/her return, the JUVENILE DEPARTMENT will pay the SERVICE AGENCY the amounts agreed upon in Exhibit No. 2 for such scheduled absence days; provided, however, that the JUVENILE DEPARTMENT will not be responsible for paying to retain space for any resident for an absence of more than three (3) consecutive days, unless the SERVICE AGENCY has obtained prior approval from the JUVENILE DEPARTMENT.

D. If a resident makes an unauthorized departure from the residential setting of the SERVICE AGENCY, the JUVENILE DEPARTMENT shall be notified immediately. If the absent resident returns to the SERVICE AGENCY within three (3) days or prior to the last billing day of the month, whichever occurs first, the SERVICE AGENCY shall be entitled to bill JUVENILE DEPARTMENT for those days in the monthly billing period the resident was absent from the SERVICE AGENCY, provided that the JUVENILE DEPARTMENT shall not be required to pay for an unauthorized absence extending beyond three (3) consecutive days, regardless of applicable billing period.

E. The SERVICE AGENCY is under no obligation to retain space for a resident absent without authorization.

F. Payment by the JUVENILE DEPARTMENT is to be made monthly. Billing for payment will be submitted by the SERVICE AGENCY for each calendar month no later than ten (10) days from the last day of the month for which payment is being requested, and the JUVENILE DEPARTMENT shall pay such invoices within 30 days of the date of such receipt.

G. Each billing should be itemized to contain the PID# of each resident for whom payment is being requested, the number of days each resident was in residence during that billing month, and each resident's Level of Care for the billing month. SERVICE AGENCY will be provided resident's PID# at time of admission.

H. The SERVICE AGENCY is under no obligation to accept any juvenile for residency who is deemed by the SERVICE AGENCY to be inappropriate for placement in its facilities.



I. The SERVICE AGENCY shall provide each resident's Probation Officer, as designed by the JUVENILE DEPARTMENT, with a written report of the resident's progress on a monthly basis.

J. If a resident 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 resident's designated Probation Officer and the JUVENILE DEPARTMENT designated Placement Officer immediately, and shall ensure that parents and proper authorities, including the Texas Department of Human Services, are also notified immediately.

K. The JUVENILE DEPARTMENT reserves the right to terminate a resident's placement at the SERVICE AGENCY at its discretion. The SERVICE AGENCY must not release a resident to any person or agency other than the JUVENILE DEPARTMENT without the prior express written consent of the JUVENILE DEPARTMENT or by court order.

L. Prior written approval must be obtained from the JUVENILE DEPARTMENT before any resident's participation in any furloughs, home visits, field trips or extended agency trips.

M. Unless otherwise stipulated by the JUVENILE DEPARTMENT, a resident may freely visit with parents and relatives at the SERVICE AGENCY, in accordance with established SERVICE AGENCY policies, rules and procedures.

N. JUVENILE DEPARTMENT and SERVICE AGENCY shall comply with the child abuse reporting requirements and other provisions of the Nebraska Child Protection Act, Neb. Rev. Stat. 28-710, *et seq.* In addition, suspected or alleged cases of child abuse of a resident placed by the JUVENILE DEPARTMENT at the facilities of SERVICE AGENCY must be immediately reported to the following: (a) WINKLER COUNTY PROBATION DEPARTMENT to Assistant Chief Brandon Borski at phone number (979-567-2349), fax number (979)567-2374 (Attn: Assistant Brandon Borski); (b) local law enforcement agency; and (c) Texas Juvenile Justice Department by submitting a TJJF Incident Report Form to facsimile number (512) 424-6717 or by calling (877) 786-7263, followed by submitting the report within 24 hours of the call.

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

P. All identifying information pertaining to each referral shall be maintained in strictest confidence, in accordance with applicable state and federal laws.

## **II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT**

A. Each resident placed with the SERVICE AGENCY shall have a written Individualized Program Plan (IPP) developed in concert with the resident and mutually agreed upon by the appropriate SERVICE AGENCY and JUVENILE DEPARTMENT prior to placement.

B. The IPP shall be reviewed jointly by the SERVICE AGENCY, the resident, and the JUVENILE DEPARTMENT at reasonable intervals, not to exceed ninety (90) days, to assess the resident's progress; modifications of the IPP shall be made when reasonably required.

C. The IPP shall contain the reasons why the placement will benefit the resident and shall specify behavioral goals and objectives that are to be achieved in the SERVICE AGENCY placement; and, the IPP shall state a plan as to how the parent(s) and/or guardian(s) shall be involved or assist in preventing or controlling the resident's alleged delinquent behavior or alleged conduct indicating a need for supervision.

D. Copies of the original IPP and the periodic reviews are to be maintained by the SERVICE AGENCY and the JUVENILE DEPARTMENT.

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

A. The SERVICE AGENCY agrees that it will permit the JUVENILE DEPARTMENT to examine and evaluate its program of services provided under the terms of this Agreement, and, subject to applicable privacy laws, to review the SERVICE AGENCY's resident records that pertain only to the placed resident. The JUVENILE DEPARTMENT must provide reasonable prior notice prior to such examination and evaluation. This examination and evaluation of the program will include observation of programs in operation, interviews, and the submission of questionnaires to the staff of the SERVICE AGENCY and the residents placed by the JUVENILE DEPARTMENT.

B. The SERVICE AGENCY shall provide to the JUVENILE DEPARTMENT such information on residents placed by the JUVENILE DEPARTMENT as requested on forms provided by the JUVENILE DEPARTMENT.

C. The SERVICE AGENCY agrees to maintain and, upon reasonable prior notice, make available for inspection, audit, or reproduction by an authorized representative of the JUVENILE DEPARTMENT and the State of Texas, books, documents, and other evidence pertaining to the costs and expenses of this Agreement, hereinafter called the "Records."

D. The SERVICE AGENCY agrees to maintain these Records for three (3) years after final payment.

### **IV. GOALS, OUTPUT, AND MEASURABLE OUTCOMES**

A. The SERVICE AGENCY agrees to pursue the goals and values of the JUVENILE DEPARTMENT through providing services to each resident, which services enable resident growth and development to the resident's fullest potential. This development will be accomplished through provision of a safe, drug-free environment in which services are utilized as tools for educational, emotional, and behavioral catharsis. It is the parties' intent that each IPP agreed to by the JUVENILE DEPARTMENT satisfies the requirements of this provision.

B. The SERVICE AGENCY shall provide the JUVENILE DEPARTMENT information that outlines the output measures of the services provided to its residents. This information shall be provided to the JUVENILE DEPARTMENT within ten (10) business days from execution of this Agreement and within ten (10) business days following any revisions or updates of that information. These output measures may include, but are not limited to:

1. Average length of stay of residents;
2. Specific types of milieu implemented by the SERVICE AGENCY;
3. Average number of counseling hours provided each resident daily, weekly, or monthly; and
4. Number and types of reporting measures.

C. The SERVICE AGENCY agrees to furnish the JUVENILE DEPARTMENT information on annual indicators which measure the outcomes of effectiveness of the SERVICE AGENCY in providing public benefits from its residential services. This information will be furnished to the JUVENILE DEPARTMENT within ten (10) business days from the execution of this Agreement and within ten (10) business days from any annual update of such information. These measurable outcomes may include:

1. The percentage of residents successfully completing the program.
2. The percentage of residents who are reunited with family or guardians.
3. The percentage of youth who remain drug-free, do not re-offend and/or remain in school for a designated aftercare period.

## **V. FEE ASSESSMENT**

A. Residents or their families shall not be assessed fees for services by the SERVICE AGENCY, unless the Court orders fee arrangements. The SERVICE AGENCY and the JUVENILE DEPARTMENT shall not be precluded from reasonable attempts to seek voluntary contributions from families of residents for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.

B. If a resident is eligible for fiscal support from another agency or organization, the SERVICE AGENCY shall ensure that the JUVENILE DEPARTMENT is not billed for such fiscal support for which the resident is otherwise eligible.

## **VI. EQUAL OPPORTUNITY**

A. 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 resident because of race, religion, color, sex, national origin, age, or handicapping condition.

B. The SERVICE AGENCY will take affirmative action to ensure that applicants are recruited, hired and trained, and that employees are treated fairly during employment, without regard to their race, religion, color, sex, national origin, age, or handicapping condition.

C. The SERVICE AGENCY agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees of said SERVICE AGENCY and for residents, staff and residents served by the JUVENILE DEPARTMENT.

## **VII. OFFICIALS NOT TO BENEFIT**

A. No officer, member or employee of the JUVENILE DEPARTMENT or SERVICE AGENCY, nor any member of their governing bodies, nor any 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 Agreement which affects his personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

## **VIII. DEFAULT**

A. The JUVENILE DEPARTMENT may, by written notice of default to the SERVICE AGENCY, terminate this Agreement in whole or in part, if the SERVICE AGENCY fails to perform any of the provisions of this Agreement for 30 days' following written notice from the JUVENILE DEPARTMENT.

B. Upon such an occurrence, the JUVENILE DEPARTMENT may grant the SERVICE AGENCY an extension of time to cure such failure; provided, however, that if SERVICE AGENCY fails to cure such failure within a period of ten (10) days from such extension authorized by the JUVENILE DEPARTMENT, the JUVENILE DEPARTMENT may terminate this Agreement in writing.

## **IX. ASSURANCES**

A. Services provided under this Agreement shall be provided in accordance with all applicable local, state and federal rules, regulations, laws, statutes or ordinances.

B. The SERVICE AGENCY certifies compliance with all terms, provisions and requirements of Title VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other federal, state or local rule, regulation, law, statute or ordinance applicable to the performance of this Agreement.

C. The SERVICE AGENCY certifies that it and/or its staff have obtained all necessary licensing and permitting to enable it to carry out its obligations under this Agreement and that SERVICE AGENCY and its staff has professional liability insurance.

D. The SERVICE AGENCY agrees to account separately for the receipt and expenditure of any and all state funds received from the JUVENILE DEPARTMENT under this Agreement.

E. Either party to this Agreement may be a covered entity under the Healthy Insurance Portability and Accountability Act (HIPAA). The SERVICE AGENCY shall, during the term of this Agreement, remain in compliance with all of the applicable HIPAA regulatory provisions. The JUVENILE DEPARTMENT reserves the right to receive assurance of compliance, including but not limited to, inspection of the SERVICE AGENCY's HIPAA policies, procedures and practices. The SERVICE AGENCY shall inform the JUVENILE DEPARTMENT of any JUVENILE DEPARTMENT breaches or violations that may occur during the term of this Agreement, including breaches or violations made by business associates, representatives or agents of the JUVENILE DEPARTMENT. Failure to comply with this provision is a breach of this Agreement and in JUVENILE DEPARTMENT's sole discretion may result in termination of this Agreement or other appropriate action.

## **X. TERM AND TERMINATION**

**A. The term of this Agreement shall be for one (1) year, commencing on September 1st, 2020 and terminating on August 31<sup>th</sup>, 2021.**

B. This Agreement may be terminated by either party by giving ten (10) days written notice to the other party hereto of the intention to terminate.

C. Termination by the SERVICE AGENCY of any services to any resident shall occur only after first notifying the JUVENILE DEPARTMENT of the causes and with at least ten (10) days notice to allow alternate placement or referral for service elsewhere.

## **XI. INSURANCE, INDEMNIFICATION, AND VENUE**

A. The SERVICE AGENCY certifies that it has in place insurance against personal injury and property damage that may be suffered by any person or entity as a result of the use of its residential facilities used in performance of its obligations hereunder.

B. The SERVICE AGENCY shall indemnify the JUVENILE DEPARTMENT and Winkler County and hold the JUVENILE DEPARTMENT and Winkler County harmless for any injury, claim or property damage or loss suffered by any party as a result of the negligence or intentional acts of SERVICE AGENCY relating to SERVICE AGENCY's provision of services under this Agreement. SERVICE AGENCY shall not be required to indemnify or hold harmless the JUVENILE DEPARTMENT or Winkler County for the negligence or intentional acts of the employees, agents, representatives, or volunteers of the JUVENILE DEPARTMENT or Winkler County.

C. The JUVENILE DEPARTMENT and WINKLER COUNTY shall indemnify and hold harmless the SERVICE AGENCY and its affiliates, officers, directors, employees, volunteers, and contractors for any injury, claim or property damage or loss suffered by SERVICE AGENCY and/or its affiliates, officers, directors, employees, volunteers, and/or contractors as a result of the negligence or intentional acts of the JUVENILE DEPARTMENT relating to the JUVENILE DEPARTMENT'S performance under this Agreement. Neither the JUVENILE DEPARTMENT nor WINKLER COUNTY shall be required to indemnify or hold harmless the SERVICE AGENCY for the negligence or intentional acts of the employees, agents, representatives, or volunteers of the SERVICE AGENCY.

D. This Agreement is executed and entered into in the State of Nebraska. This Agreement shall be construed, performed, and enforced in accordance with Nebraska law, including the provisions for conflict of laws. Venue for any action arising from this Agreement shall lie in Douglas County, Nebraska.

## **XII. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall for any reason be held 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.

## **XIII. DISPUTE RESOLUTION**

The parties agree to cooperate to resolve differences in interpretation of this Agreement or to resolve disputes as to the adequacy of the parties' compliance with their respective obligations under this Agreement. Within ten (10) working days of the execution of this Agreement, each party shall designate one (1) person to act as that party's representative for dispute resolution purposes and shall notify the other party of the person's name, business address, telephone number and e-mail address. Within ten (10) business days from delivery of a written request by one party's representative to the other for dispute resolution, the representatives shall confer to attempt to resolve the disagreement. Nothing in this Agreement shall preclude either party from seeking relief from a court of law relating to any differences or disputes arising under this Agreement. The obligations of this paragraph survive termination or expiration of this Agreement.

### **Winkler County Probation Department Contract Contact Information:**

Winkler County  
Title: Christi Gonzales  
Address: PO Box 822, Kermit, TX 79745

**Boys Town Contract Contact Information**

Sarah Miller  
Manager of Contracts and Grants  
Youth Care Building  
13603 Flanagan Blvd  
Boys Town, NE 68010  
531-355-3343 office  
531-355-1925 fax  
[sarah.miller@boystown.org](mailto:sarah.miller@boystown.org)

**WINKLER COUNTY PROBATION DEPARTMENT**

By: \_\_\_\_\_  
Title: Charles M Wolf, Winkler County Judge

By:  \_\_\_\_\_  
Title: Chief

**FATHER FLANAGAN'S BOYS' HOME**

By: \_\_\_\_\_  
Ms. Barb Vollmer, Executive Vice President and Director of Youth Care  
Father Flanagan's Boys' Home  
13603 Flanagan Boulevard  
Boys Town, Nebraska 68010  
Phone: 531-355-1928  
Fax: 531-355-1925

## EXHIBIT #1

### **Residential Treatment Center**

The Boys Town Residential Treatment Center is a medically directed program for children who have psychiatric disorders. These children's serious behavior issues require that they receive intensive treatment in a short-term residential setting.

The Center is licensed by the Nebraska Department of Health and Human Services as a Mental Health Center and Child Caring Agency. As part of Boys Town National Research Hospital®, the Center is accredited by The Joint Commission.

When children no longer require the intensive level of care this program provides, they may step down in our Integrated Continuum of Care® to the Boys Town Family Home Program<sup>SM</sup>, where professionally trained caregivers help meet their daily needs. Children who need further medically directed treatment receive it from professionally trained therapists in an outpatient environment.

### **Enhanced Family Home Program**

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

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

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



### **Family Home Program**

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

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

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

EXHIBIT #2

1. Payment Terms and Conditions: Service Agency shall be compensated for services at the following unit rate: **\$592.00** per day per youth for Residential Treatment Center Services; **\$197.69** per day per youth for Enhanced Family Home Services; and, **\$162.30** per day per youth for Family Home Services. SERVICE AGENCY shall be compensated for the date of the youth's entry into SERVICE AGENCY'S facility or program, but not for the date of youth's discharge from SERVICE AGENCY's facility or program. The JUVENILE DEPARTMENT shall make payment within thirty (30) days of submission of an invoice.
  
2. Medical, Dental, Pharmacy and Optometry: SERVICE AGENCY will be financially responsible for all medical, dental, psychiatric, pharmacy, optometry, and therapeutic care provided to a youth up to a maximum of \$5,000 annually. Any medical, dental, pharmacy or optometry needs that exceed the \$5,000 maximum annually will be the financial responsibility of the JUVENILE DEPARTMENT. SERVICE AGENCY will make reasonable efforts to bill third party payors, including Medicaid, for the aforementioned health care expenses based on information provided by the JUVENILE DEPARTMENT. If SERVICE AGENCY is not reimbursed by third party payors exceeding \$5,000 annually, the JUVENILE DEPARTMENT shall be financially responsible for fifty percent (50%) of the gross charges for such health care expenses provided by SERVICE AGENCY providers and shall reimburse SERVICE AGENCY for one hundred percent (100%) of the health care expenses SERVICE AGENCY purchased from external or non-SERVICE AGENCY providers.
  
3. Transportation: SERVICE AGENCY shall be financially responsible for preapproved transportation costs, including those at the time of admission and departure as well as visits for youth, relative or other. Transportation arrangements and costs must be preapproved, reasonable, and in accordance with SERVICE AGENCY travel policies and procedures.
  
4. Clothing and Personal Needs: The JUVENILE DEPARTMENT will ensure that youth has adequate clothing for the duration of service in SERVICE AGENCY'S programs.

### Exhibit 3

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

#### DAILY LIVING SKILLS

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

#### ASSESSMENT, SERVICE PLANNING AND COORDINATION

A) Diagnostic Assessment. The Contractor shall ensure completion of a diagnostic assessment on each child within 30 days of admission. The assessment must address the child's strengths and needs in the following areas: physical, psychological, behavioral, family, social and educational.

B) Service Planning and Coordination.

i. The Contractor shall develop, coordinate and implement a service plan that addresses the services that will be provided to meet each child's specific needs.

ii. The Contractor shall develop a service plan in accordance with the requirements contained in TJPC-FED-29-04 Section 500 (Casework and Support Services) and Section 501 (Service Plans).

iii. The Contractor shall ensure that the service plan incorporates and is consistent with:

a. Permanency goals identified in the juvenile probation department (JPD) or Texas Juvenile Justice Department (TJJD) residential case plan;

b. Behavioral goals established by the JPD or; TJJD

c. Components of the child's Individual Education Plan (IEP) and the Individual Transition Plan (ITP) that are both developed by the school's Admission, Review, and Dismissal (ARD) committee, if appropriate; and

d. Components of the CPS transition plan for youth ages 16-22 which includes Preparation for Adult Living (PAL), Education and Training Vouchers (ETV) and other related services and support for youth who are currently in foster care or transitioning out of care. Additional information is located at

[http://www.dfps.state.tx.us/Child\\_Protection/Transitional\\_Living/default.asp](http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/default.asp).

iv. The Contractor shall ensure that the service plan includes services to assist a child to transition to a new living arrangement or to new provider services, if applicable.

#### ROUTINE 24-HOUR CHILDCARE

A) Food.

i. The Contractor shall provide food in accordance with requirements of Texas Department of Family and Protective Services (DFPS) Child Care Licensing Minimum Standards.

ii. The Contractor shall ensure that each child receives fresh fruits, vegetables and dairy products at least once a day.

iii. The Contractor shall ensure that children have input into meal planning.

B) Clothing and Personal Items.

i. The Contractor shall maintain an inventory of the child's clothing and personal items that are of substantial and/or sentimental value by:

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

C) Room, Board, and Furnishings.

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

DISCIPLINE AND CRISIS MANAGEMENT

A) Discipline.

- i. The Contractor shall use appropriate authority and discipline practices as necessary to set limits for behavior and help each child develop the capacity for self-control; and

ii. The Contractor shall develop and implement discipline and emergency behavior intervention policies that are consistent with DFPS Child Care Licensing Minimum Standards at: [http://www.dfps.state.tx.us/Child\\_Care/Child\\_Care\\_Standards\\_and\\_Regulations/default.asp](http://www.dfps.state.tx.us/Child_Care/Child_Care_Standards_and_Regulations/default.asp), and the Texas Administrative Code, including, but not limited to, the following:

- a. The Contractor shall not use, give permission to use, or threaten to use physical discipline with any child.
- b. The Contractor shall not threaten the child with loss of visits with family or siblings as a punishment or deterrent to behavior.
- c. The Contractor shall not threaten the child with loss of placement as a punishment or deterrent to behavior.

B) De-Escalation and Crisis Management.

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

EDUCATIONAL AND VOCATIONAL ACTIVITIES

A) Educational Activities.

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

- vi. The Contractor shall provide the child's education portfolio to the JPD or TJJD at the time a child is discharged from the Contractor's care regardless of whether the discharge is a planned or an unplanned discharge. The Contractor must ensure the following:
  - a. The most current educational documents and records are in each child's education portfolio; and
  - b. The child's education portfolio includes the child's current school withdrawal paperwork.
- vii. The Contractor shall minimize disruptions to a child's education by scheduling therapy and other appointments outside school hours, whenever possible.
- B) Vocational Activities. The Contractor shall provide vocational training, support services, activities and skills training (including job readiness), apprenticeships and vocational training opportunities such that each child:
  - i. Has access to appropriate vocational activities and community education programs;
  - ii. Receives the assistance needed to maximize the benefit of these activities; and
  - iii. Is provided transportation to vocational activities.

#### ROUTINE RECREATIONAL ACTIVITIES

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

#### TRAVEL

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

#### CULTURAL COMPETENCE

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

- A) Individual Cultural Competence – The knowledge, skill or attribute one has relative to cultures other than his/her own, that is observable in the consistent patterns of an individual's behavior, interaction and work related activities over time, which contributes to the ability to effectively meet the needs of children and families receiving services.

B) Organizational Cultural Competence – A set of values, behaviors, attitudes and practices within a system, organization, program or among individuals, which enables staff and volunteers to work effectively with children and families from other cultures. Furthermore, it refers to the staff's ability to honor and respect the beliefs, language, interpersonal styles and behaviors of individuals and families receiving services.

#### CONTRACTOR PARTICIPATION

A) The Contractor shall participate in conferences required by the JPD or TJJD which include but are not limited to, medical, school, case planning, permanency planning, transition planning, and legal staffings.

B) The Contractor shall participate in Preparation for Adult Living (PAL) activities, consistent with the child service or transition plan.

C) The Contractor shall participate in any other meetings required by the JPD or TJJD or a court having jurisdiction over the child and necessary to ensure that the Contractor is complying with a child's service plan.

#### MAINTAINING CONNECTIONS

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

B) The Contractor shall document all good faith efforts to maintain the child's connections.

#### PROVIDING TESTIMONY

A) The Contractor shall ensure that Contractor's employees and subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to a child, at the request of the juvenile probation department.

B) The Contractor shall, to the extent possible, notify, and/or assist the juvenile probation department in locating, past employees or subcontractors when past employees or subcontractors are needed to appear and testify in accordance with this subsection. The Contractor is responsible for the cost associated with the requirements of this subsection.

#### LEAST RESTRICTIVE SETTING

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

**RULES** *Center*  
**WINKLER COUNTY COMMUNITY BUILDINGS**  
**EFFECTIVE ???**

User's  
Initials

- \_\_\_\_ 1. **THE COUNTY BUILDINGS MAY BE RESERVED FOR USE BY COUNTY RESIDENTS ONLY.** Proof of residency will be required at time of rental.
- \_\_\_\_ 2. The scheduling and use of the County Buildings will be done through the Winkler County Library in Kermit with the guidelines adopted by the Commissioners' Court. **If a building is needed for more than two days, the individual must request to be on the agenda for Commissioners' Court to have the additional days approved.** The rental fee for each day and deposit must be paid at the time the building is rented. **The County will accept checks for rental fees from any entity or individual renting a County Building that has a permanent deposit with the County. All others are required to pay fees and deposits with money orders and/or cashier's checks. If a check does not clear, the rental fee will be deducted from the deposit, and checks will no longer be accepted from that entity or individual. *The key to the County Buildings will be picked up at the Winkler County Library in Kermit* one day prior to the event. **NO KEYS WILL BE ISSUED AFTER HOURS OR ON THE WEEKEND. HOWEVER, for keys issued on an emergency basis, there will be a \$25.00 fee.****
- \_\_\_\_ 3. Rental Fees, Deposits and Occupancy requirements, as determined by the Commissioners' Court, are as follows:

<u>ROOM</u>	<u>DAILY</u>	<u>REQUIRED</u>	<u>MAXIMUM</u>	<u>TABLES/</u>
	<u>RENTAL</u>			
	<u>FEE</u>			
Large Room (includes kitchen and serving room)	\$250.00	\$500.00	300	30/240
Meeting room #1 (includes kitchen)	\$200.00	\$350.00	50	17/80
Meeting room #2	\$100.00	\$250.00	30	

- \_\_\_\_ 4. The buildings must be reserved at least one week in advance. Rental fee and deposits are payable at the time of reservation. Rental fees are non-refundable unless reservation is canceled 30 days prior to event. Deposits will be refunded within 10 working days after the return of the building key and verification of the building condition. The refunded deposit will be mailed to the individual as entered on the contract. Keys are to be returned on the next working day after the event.
- \_\_\_\_ 5. The use of tape, staples, nails, thumbtacks, etc. is prohibited. No decorations shall be hung on the walls or from the ceiling in any manner. THE USE OF GLITTER, METALLIC CONFETTI, STRAW, RICE, BIRDSEED, HAY, OR OTHER SUCH ITEMS IS PROHIBITED IN AND AROUND THE FACILITY. No rice, birdseed or other such items shall be thrown in or around the facility. Immediately following the completion of the event, all decorations, trash and other debris must



be thrown away in the receptacles provided. Anything left behind will be thrown away and may result in forfeiture of deposit. Any cost to clean or any damage done to the buildings, property, furniture or furnishings, the individual, company or organization will be held responsible for the payment of such damages and an agreement will be signed by the individual, company or organization at the time of granting the use of the building. ***NO ADDITIONAL TABLES AND CHAIRS WILL BE PROVIDED.***

Nothing is to be taken from the building and no loan of equipment is allowed.

- \_\_\_\_\_ 6. **The buildings and premises will be left clean and in the same condition, inside and outside, as before the function. Sufficient supervision must be provided to minimize spillage of food and beverages. The cleanup is to be completed immediately after the function or the deposit will be forfeited. If deposit is forfeited from failure to clean, you will not be allowed to rent any Winkler Co. building again. Brooms and mops are furnished. Individuals are responsible for all other cleaning supplies. Residents renting a building on Saturday need to check the building prior to setting up. If the building is not clean or is damaged, then Billy Ray Thompson, Commissioner Pct. #4, should be notified immediately.**
- \_\_\_\_\_ 7. **Winkler County requires compliance with all laws of the State of Texas concerning the sale and serving of alcohol. Each client wishing to have alcohol at their event must comply with all laws of the State of Texas, including all applicable rules and regulations of the TABC. Security is required at all events where alcohol is served. Security is to be off-duty peace officers in full uniform. Client must arrange for security to be at the event, at Client's expense. If required security is not scheduled for an event, the event may be cancelled without refund.**
- \_\_\_\_\_ 8. **Smoking is prohibited inside the Winkler County Community Building. Smoking is permitted in designated areas outside the facility.**
- \_\_\_\_\_ 9. **Live animals, except for service animals, may not be brought inside the facility.**
- \_\_\_\_\_ 10. **Client and guests are restricted to the areas rented for the event. Client must make sure that the number of guests does not exceed fire safety guidelines.**
- \_\_\_\_\_ 11. **There will be no loitering outside the Community Buildings. Children should be under close supervision at all times**
- \_\_\_\_\_ 12. **All functions in Community Buildings will end no later than 12:00 midnight and music will stop at 11:30 P.M. The volume of music inside the Community Building will be maintained at a **reasonable** level.**
- \_\_\_\_\_ 13. **A rental fee will be charged for the use of the building. In addition to the rental fee, a deposit will be due and payable to Winkler County upon reserving any County Building to cover any damage done in said building, property, furniture or furnishings and said money will be refundable if no damage has occurred; otherwise, whatever portion of said deposit is necessary for repairing any damage will be first deducted. No tape, wire or staples can be used on ceilings, wall or floor because of damage to building. **If the facility or its equipment has been damaged or abused beyond normal wear, Client will be billed for all damage and additional****

cleanup that exceeds the retained deposit. Any tampering with or damages to electrical boxes or thermostat boxes on the premises of buildings will result in forfeiture of entire deposit.

14. ASSUMPTION OF RISK; WAIVER AND INDEMNITY; LIABILITY FOR DAMAGES

- Client understands and acknowledges the risk associated with using the Winkler County Community Center. The Winkler County Community Center (WCCC) and Winkler County hereby give notice that there is an inherent risk associated with the use of its facilities. Client acknowledges awareness of the risk of injury and even death.
- Client assumes any and all risks associated with the use of the WCCC facilities and participation in WCCC activities. This assumption of risk is intended to be interpreted in the broadest sense possible, including but not limited to hidden dangers, negligence and gross negligence.
- Client hereby releases, discharges and waives any claim whatsoever against the Winkler County Community Center or Ward County, their officials, officers, agents, employees, representatives and others acting on their behalf, for any and all damages, injuries or death resulting from the use of the Winkler County Community Center facilities or participation in any WCCC event, program or activity.
- Client shall be liable for any and all damages to property or persons caused by Client, and shall defend, indemnify and hold harmless the Winkler County Community Center and Winkler County from any and all loss, liabilities, damages, claims or litigation arising out of any such damage or loss.
- Client acknowledges that the WCCC facility has limited supervision. Client is encouraged not to leave valuables unattended at the facility. The Winkler County Community Center and Winkler County are not responsible or liable for loss, theft or damage to the personal property of Client or Client's guests.

*Ice may be available in the large room but is not guaranteed and not available in small rooms*

**THE COMMISSIONERS' COURT IS HAPPY FOR YOU TO USE THE COMMUNITY BUILDING. INDIVIDUALS NOT COMPLYING WITH THE RULES AS SET FORTH IN THIS CONTRACT WILL NOT BE ALLOWED TO USE BUILDINGS AGAIN. PLEASE HELP MAINTAIN OUR BUILDING FOR FUTURE USE BY WINKLER COUNTY RESIDENTS. THANK YOU.**

CLIENT

DATE SIGNED

ADDRESS

PHONE NUMBER

BUILDING RENTED

DATE RENTED

TYPE OF FUNCTION BEING HELD

SIGNATURE ACKNOWLEDGING RECEIPT OF COPY OF RULES

INFORMATION SENT TO AUDITOR FOR REFUND

Date \_\_\_\_\_ BY \_\_\_\_\_

2020 - WINKLER COUNTY

Fee Name	Fee Amt
<b>Notices</b>	
Subpoenas	75.00
Summons	75.00
Writ of Attachment	150.00
<p>(plus: after 2 hours, per hour per deputy) \$35.00</p>	
Writ of Garnishment	150.00
Writ of Sequestration	150.00
<p>(plus: after 2 hours, per hour per deputy) \$35.00</p>	
Orders of Sale	150.00
<p>(plus: after 2 hours, per hour per deputy) \$35.00</p>	
Writ of Possession	150.00
<p>(plus: after 2 hours, per hour per deputy) \$35.00</p>	
Forcible Detainer	150.00

Fee Name	Fee Amt
Forcible Detainer	150.00
<b>Service Fees</b>	
Small Claims Citation	75.00
Justice Court Citation	75.00
All Other Courts' Citations	100.00
Citation - All	100.00
<b>Other Service Fees</b>	
Posting Notices	75.00
Citation by Publication	75.00
(plus cost of publication)	
Notice to Show Cause	75.00
Notice by Publication	75.00
(plus cost of publication)	
Notice of Trustee Sale	75.00
Precept to Serve	75.00
Writ of Execution	150.00
(plus: after 2 hours, per hour per deputy) \$35.00	
Writ of Habeas Corpus	150.00

Fee Name	Fee Amt
<div style="border: 1px solid black; padding: 5px;">                     (plus: after 2 hours, per hour per deputy) \$35.00                 </div>	
Writ of Injunction	75.00
Temporary Restraining Order	75.00
<div style="border: 1px solid black; padding: 5px;">                     Fees for Sale of Real Estate by virtue of Order of Sale, 2 percent                 </div>	
Writs - not specified	150.00
<div style="border: 1px solid black; padding: 5px;">                     (plus: after 2 hours, per hour per deputy) \$35.00                 </div>	

Address 1	
<b>Title</b>	Sheriff
<b>Address</b>	P.O. Box 860
<b>Additional Address</b>	
<b>City, State Zip</b>	Kermit, TX 79745
<b>Phone</b>	432-586-3461
<b>Fax</b>	



# Estimate

**PINNER CARPETS, INC**

800 E 8TH ST

ODESSA, TX 79761

pinner\_carpets\_inc@yahoo.com

Fax: (432) 337-0078

Phone: (432) 337-2303

Estimate #: 19287

Estimate Date: 7/27/2020

Salesperson: MARIA RAMIREZ

Terms: COD

Job:

Customer P.O.:

Store: 101 - PINNER CARPETS, INC

To: WINKLER COUNTY COURTHOUSE

100 E WINKLER  
P O DRAWER Y  
KERMIT, TX 79745

Ship to Address:

Sherriff Office 1300 Bellair  
100 E WINKLER  
P O DRAWER Y  
KERMIT, TX 79745

Home (432) 586-6658

Work (432) 586-6658

Fax (432) 586-3223

Ship  
Cell

Quantity	Meas.	Width	Length	# Tiles	Description	Room	Price	Total
2,340.00	Feet	0.000	0.000		VCT		\$2.19	\$5,124.60
1.00	Unit	0.000	0.000		MILEAGE		\$450.00	\$450.00
720.00	Feet	0.000	0.000		"4 150 dark grey cove base		\$1.89	\$1,360.80
1.00	Unit	0.000	0.000		DELIVERY		\$150.00	\$150.00
1.00	Unit	0.000	0.000		floor prep if neede		\$150.00	\$150.00
1.00	Unit	0.000	0.000		rubber trim		\$22.68	\$22.68

**Description:**

Front Lobby Includes Controller Room in the back  
will not remove toilets they have to be out day of installation

Subtotal: 7,258.08

Tax: \$0.00

Total: \$7,258.08

Payments Received: \$0.00

Total Due: \$7,258.08

THANK YOU FOR YOUR BUSINESS

CUSTOMER SATISFACTION GUARANTEED

WE ARE NOT RESPONSIBLE FOR DAMAGE TO FURNITURE

# Estimate

**PINNER CARPETS, INC**  
 800 E 8TH ST  
 ODESSA, TX 79761  
 pinner\_carpets\_inc@yahoo.com  
 Fax: (432) 337-0078  
 Phone: (432) 337-2303

Estimate #: 19286  
 Estimate Date: 7/27/2020

Salesperson: MARIA RAMIREZ  
 Terms: COD  
 Job:  
 Customer P.O.:

Store: 101 - PINNER CARPETS, INC

To: WINKLER COUNTY COURTHOUSE  
  
 100 E WINKLER  
 P O DRAWER Y  
 KERMIT, TX 79745

Ship to Address:  
  
 Sherriff Office 1300 Bellair  
 VCT FLOORING  
  
 KERMIT, TX 79745

Home (432) 586-6658  
 Work (432) 586-6658  
 Fax (432) 586-3223

Ship  
 Cell

Quantity	Meas.	Width	Length	# Tiles	Description	Room	Price	Total
5,265.00	Feet	0.000	0.000		VCT Flooring		\$2.19	\$11,530.35
1.00	Unit	0.000	0.000		floor prep if needed		\$300.00	\$300.00
1.00	Unit	0.000	0.000		MILEAGE		\$432.00	\$432.00
1.00	Unit	0.000	0.000		DELIVERY		\$150.00	\$150.00
1,680.00	Feet	0.000	0.000		"4 150 dark grey cove base		\$1.89	\$3,175.20
1.00	Unit	0.000	0.000		rubber trims		\$317.52	\$317.52

**Description:**

back halls With VCT flooring and rooms

Subtotal: 15,905.07  
 Tax: \$0.00  
 Total: \$15,905.07  
 Payments Received: \$0.00  
 Total Due: \$15,905.07

THANK YOU FOR YOUR BUSINESS  
 CUSTOMER SATISFACTION GUARANTEED  
 WE ARE NOT RESPONSIBLE FOR DAMAGE TO FURNITURE

# Estimate

**PINNER CARPETS, INC**

800 E 8TH ST

ODESSA, TX 79761

pinner\_carpets\_inc@yahoo.com

Fax: (432) 337-0078

Phone: (432) 337-2303

Estimate #: 19285

Estimate Date: 7/27/2020

Salesperson: MARIA RAMIREZ

Terms: COD

Job:

Customer P.O.:

Store: 101 - PINNER CARPETS, INC

To: WINKLER COUNTY COURTHOUSE

100 E WINKLER  
P O DRAWER Y  
KERMIT, TX 79745

Ship to Address:

Sherriff Office 1300 Bellair  
100 E WINKLER  
P O DRAWER Y  
KERMIT, TX 79745

Home (432) 586-6658  
Work (432) 586-6658  
Fax (432) 586-3223

Ship  
Cell

Quantity	Meas.	Width	Length	# Tiles	Description	Room	Price	Total
266.67	Yards	12.000	200.000		Mohawk Contemplate,979 Figure		\$26.95	\$7,186.76
266.67	Yards	0.000	0.000		TAKE UP CARPET		\$2.00	\$533.34
600.00	Feet	0.000	0.000		"4 150 dark grey cove base		\$1.89	\$1,134.00
1.00	Unit	0.000	0.000		rubber door trims		\$45.36	\$45.36
1.00	Unit	0.000	0.000		MILEAGE 3-days		\$162.00	\$162.00

**Description:**

This Bid Includes offices #513 and Investigation room  
Moving Office Furniture is \$533.34 Extra

Subtotal: 9,061.46

Tax: \$0.00

Total: \$9,061.46

Payments Received: \$0.00

Total Due: \$9,061.46

*Front Office*

*+ 533.34 moving exp*

THANK YOU FOR YOUR BUSINESS

CUSTOMER SATISFACTION GUARANTEED

WE ARE NOT RESPONSIBLE FOR DAMAGE TO FURNITURE



# Estimate

**PINNER CARPETS, INC**

800 E 8TH ST

ODESSA, TX 79761

pinner\_carpets\_inc@yahoo.com

Fax: (432) 337-0078

Phone: (432) 337-2303

Estimate #: 19292

Salesperson: MARIA RAMIREZ

Estimate Date: 7/28/2020

Terms: COD

Job:

Store: 101 - PINNER CARPETS, INC

Customer P.O.:

To: WINKLER COUNTY COURTHOUSE

Ship to Address:

100 E WINKLER  
P O DRAWER Y  
KERMIT, TX 79745

Sherriff Office 1300 Bellair  
Controlled Room

KERMIT, TX 79745

Home (432) 586-6658

Work (432) 586-6658

Fax (432) 586-3223

Ship

Cell

Quantity	Meas.	Width	Length	# Tiles	Description	Room	Price	Total
33.33	Yards	12.000	25.000		Carpet Mohawk Contemplate,979 Figure		\$26.95	\$898.24
33.33	Yards	0.000	0.000		TAKE UP CARPET		\$2.00	\$66.66
67.00	Feet	0.000	0.000		*4 cove base 150 dark cove base		\$1.89	\$126.63

**Description:**

LVT FLOORING

Mohawk Bachman, Driftwood Grey M0077-94 (252sf)

1,008.00

66.66—carpet Take

Up

126.63—"4 cove base

150.00—Shipping

\$1,351.29

Subtotal: 1,091.53

Tax: \$0.00

Total: \$1,091.53

Payments Received: \$0.00

Total Due: \$1,091.53

Will not move electronics

*Control Room*

THANK YOU FOR YOUR BUSINESS

CUSTOMER SATISFACTION GUARANTEED

WE ARE NOT RESPONSIBLE FOR DAMAGE TO FURNITURE

1312

INVOICE

INVOICE

Monty 432-586-3461



# ACORN GLASS COMPANY

PHONE 337-5283 P. O. BOX 1627 ODESSA, TEXAS 79760

INVOICE NUMBER

No. 67933

PLEASE PAY FROM THIS INVOICE  
NO GOODS WILL BE ACCEPTED FOR CREDIT UNLESS RETURNED WITH OUR PERMISSION.

INVOICE DATE  
6-11-2020

TERMS  
NET 30 DAYS

Sold To Winkler County  
Address P.O. Box 860  
City Kermit TX 79745

Ship To County Jail  
Address 1300 S. Baker  
City Kermit TX

County

CUSTOMER ORDER NO.	SALESMAN	DATE SHIPPED	SHIPPED VIA	F.O.B.	FREIGHT <input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT
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Quantity	DESCRIPTION	UNIT PRICE	AMOUNT
3	43 1/2 x 43 1/4 9/16 untempered Plus APP 12/300	2918.48	8755.44
	Boring		250.00
1	man labor & trip charge to museum	RECEIVED	300.00
3	man labor & trip charge to install		1320.00
			10625.44

AUDITOR'S OFFICE

Received By William Underwood

Agenda

PAY THIS AMOUNT

10,625.44

DUE AND PAYABLE IN ODESSA, ECTOR COUNTY, TEXAS.

8/10/2020

**TEXAS COMMISSION ON LAW ENFORCEMENT**  
 6330 E. Highway 290, STE. 200, Austin, Texas 78723-1035  
 Phone: (512) 936-7700  
<http://www.tcole.texas.gov>

**LAW ENFORCEMENT AGENCY NUMBER APPLICATION**

Return form with non-refundable fee of \$1,000.00. Agency, cashier's check or money order. (5519)

**PROPOSED AGENCY INFORMATION**

1. Proposed Agency Name 109 <sup>th</sup> District Attorney		2. Proposed Agency Address 100 East. Winkler			
3. City Kermit		4. State TX.	5. County Winkler	6. Zip Code 79745	
7. Phone Number 432-586-3700		8. Fax Number 432-586-3702		9. E-mail Amanda.navarette@co.winkler.tx.us	

**PROPOSED AGENCY CHIEF ADMINISTRATOR INFORMATION**

10. Title Chief Investigator	11. First Name Martin	12. M.I. R.	13. Last Name Garcia	14. Suffix (Jr.Etc)
15. TCOLE PID	16. Date of Birth	17. Race / Ethnicity <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black <input checked="" type="checkbox"/> Hispanic <input type="checkbox"/> Multicultural <input type="checkbox"/> White		18. Gender <input checked="" type="checkbox"/> Male Female

**Cite applicable statute providing legislative authority**

(i.e., Local Government Code, Education Code): **Texas Government Code Statute Number: Sec. 41.109**

The entity shall submit to the commission on creation of the law enforcement agency or police department information regarding:

- \_\_\_\_\_ (1) The need for the law enforcement agency or police department in the community;
- \_\_\_\_\_ (2) The funding sources for the law enforcement agency or police department;
- \_\_\_\_\_ (3) The physical resources available to officers;
- \_\_\_\_\_ (4) The physical facilities that the law enforcement agency or police department will operate, including descriptions of the evidence room, dispatch area, and public area;
- \_\_\_\_\_ (5) Law enforcement policies of the law enforcement agency or police department, including policies on:
  - \_\_\_\_\_ (A) Use of Force;
  - \_\_\_\_\_ (B) Vehicle Pursuit;
  - \_\_\_\_\_ (C) Professional Conduct of officers;
  - \_\_\_\_\_ (D) Domestic abuse protocols;
  - \_\_\_\_\_ (E) Response to missing persons;
  - \_\_\_\_\_ (F) Supervision of part-time officers; and
  - \_\_\_\_\_ (G) Impartial Policing;
  - \_\_\_\_\_ (H) Evidence Collection
  - \_\_\_\_\_ (I) Eyewitness identification
- \_\_\_\_\_ (6) The administrative structure of the law enforcement agency or police department;
- \_\_\_\_\_ (7) Liability insurance;
- \_\_\_\_\_ (8) Documents from the governing body authorizing creation of agency: Example(s): Municipal Code/Ordinance, School District Resolution, and;
- \_\_\_\_\_ (9) Minutes approving ordinance.

**REQUESTING GOVERNMENTAL BODY**

19. Governing Body Winkler County		20. Mailing Address 100 E. Winkler			
21. City Kermit	22. State TX.	23. Zip Code 79745	24. Phone Number 432-586-6658	25. Fax Number 432-586-3223	
26. Governing Body Administrator Charles M. Wolf		27. Title County Judge		29. Phone Number 432-586-6658	

I, the administrator of the governmental body making request, am fully aware that this application is a government document and under penalties of perjury I declare the foregoing information to be true and correct.

**Hon. Charles M. Wolf**

Administrator (Type or Print)

Signature

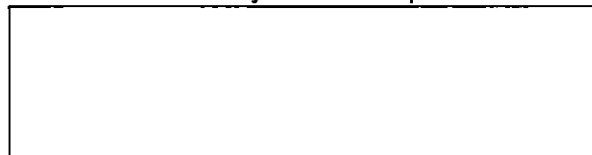
Date

Sworn to and subscribed before me, this    day of Month, Year

Notary public in and for, State of Texas

My Commission expires    /Month/Year

Notary Seal or Stamp



Printed Name of Notary

Signature of Notary

**Contract Agreement**  
**Jessica A. Harrison, M.Ed., LPC**  
**and**  
**Winkler County Juvenile Probation Department**  
**2020-2021**

Jessica A. Harrison, M.Ed., LPC agrees to provide therapeutic services to youth that are on deferred adjudication or juvenile probation in Winkler County. The service may include individual, group, or family therapy. The therapist agrees to provide therapy sessions within the time frames recommended on the youth's Treatment Plan. This agreement will be updated and renewed annually.

**Term:** The term is for a one year period commencing on September 1, 2020 - August 31, 2021 and may be terminated by either party with a 30 written notice. If the contractor determines that Jessica Harrison has breached this agreement, the contractor may, at the contractor's sole discretion, request corrective action from Jessica Harrison prior to initiating termination of this agreement. Corrective actions and sanctions may include submission and implementation of a written plan of correction, withholding of referral of clients to Jessica Harrison and/or withholding payment under this agreement until the alleged breach is corrected. If Jessica Harrison indicates unwillingness to take corrective action, the contractor may initiate termination of this agreement.

Therapist will notify Winkler County Juvenile Probation of any significant change that may affect the therapeutic services in Winkler County. This would include a change in the therapist's name, address, license, and type of services offered, fees, complaints, or any other information that would impact the therapist's agreement with Winkler County Juvenile Probation Department.

Jessica A. Harrison will provide Winkler County Juvenile Probation with a copy of current license and current insurance.

- A. **Billing:** Jessica Harrison agrees to furnish contractor with an itemized bill, which shall include a fair-market value flat monthly rate of 1600.00 for the first 5 clients in which Jessica Harrison will assure that 5 counseling sessions will be available weekly for individual, group, or family therapy via teleconferencing or face to face. A fee of \$100 per session will be charged for any additional session. Jessica Harrison agrees to utilize generally accepted accounting principles and to account separately for the receipt and expenditure of any and all state funds received from the contractor under this agreement.

**Payment:** Payment shall be made monthly within (15) days of receipt by contractor of Jessica Harrison invoicing.

Payment shall be made to: Jessica Harrison  
25602 Vista Bella, San Antonio, TX. 78260

B. Winkler County Juvenile Probation will be responsible for an additional \$100 charge on any month where the therapist makes a face to face visit.

C. Winkler County Juvenile Probation will pay \$1600 per month and will pay for "no show" appointments for any of the additional clients after the first 5 clients included in the monthly unless a 24 hour notice was provided. Therapist will notify the probation officer of any no show appointments. Therapist will document a "no show" in the monthly invoice.

a) Therapist will be notified as soon as possible when youth has completed probationary terms or has been placed in a residential treatment center. When that notification is given, the therapist should consider further sessions for that client cancelled until therapy is reinstated by the Winkler County Juvenile Probation Department.

b) If the client provides 24 hour cancellation to Winkler County Juvenile Probation Department and to Jessica Harrison then Winkler County Juvenile Probation will not be responsible for "no show" payment as long as it is an additional client that does not fall into the clients served under the monthly rate.

D. Accounting: Jessica Harrison shall adhere to Generally Accepted Accounting Principles (GAAP) and follow Winkler County's fiscal management policies and procedures in submitting timely billing and maintaining accurate financial records.

E. Record Keeping: Therapist will consult with Winkler County Juvenile Department monthly regarding client progress in therapy and treatment implementation. Jessica Harrison will provide access of records to the contractor necessary to monitor Jessica Harrison's performance under this contract. Jessica Harrison will retain all applicable records for a minimum of 3 years or until any pending audits have been completed or questions regarding the financial records have been resolved.

F. Medical: Winkler County Juvenile Probation Department and Jessica Harrison will follow approved emergency plans if the need should arise for medical services.

G. Confidentiality and Indemnification: In consideration of Jessica Harrison, LPC, and /or her representatives or agents agreeing to provide access to information or records pertaining to juveniles receiving counseling services by contractor, contractor agrees to indemnify and hold harmless Jessica Harrison, LPC, subject to the Texas Tort Claims Act for any damages and/or claims, including, but not limited to attorney's fees incurred in the event that any breach of confidentiality occurs as a result of Jessica Harrison, LPC, providing the information or records to contractor to the extent allowed by the law.

**H. Insurance:** Jessica Harrison shall provide insurance of direct delivery of services under this contract.

**Article I Entire agreement:** this agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this agreement which is not contained herein shall be valid or binding.

**Article II Applicability:** This agreement shall insure solely to the benefit of the parties hereto and not any third party recipients or supplier of services.

**Article III Assignability:** This agreement is not assignable.

**Article IV Attorney's fees:** if any law or action is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled.

**Article X Governing Law:** the validity of this agreement and of any of its terms of provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of Texas, and all venues shall be in Winkler County, Texas.

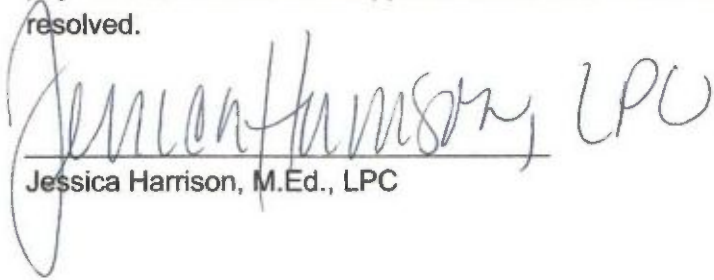
**Article XI Child Support:** Under section 231.006, Family Code, Winkler County Juvenile Probation certifies that the entity named in this contract is not eligible to receive the specific grant, loan, or payment and acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate.

**Article XVI Performance Measures:** The performance of the Service Agency 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 as its discretion, may use other means or additional measures to evaluate the performance of the service agency in fulfilling their terms and conditions of the agreement.

1. The service agency agrees that it will permit the department to examine and evaluate its program of services provided under the terms of this contract and to review client records. This examination and evaluation of the program will include, but is not limited to case consultations, observation of programs in operation, interviews, and the administration of questionnaires of the clients of the service agency.

2. The service agency agrees to ensure separate accountability for the receipt and expenditure of any and all state funds received from the agency. The service agency understands that it may be paid in whole or in part with state funds for the services provided under this contract.

3. 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 there from are resolved.

  
\_\_\_\_\_  
Jessica Harrison, M.Ed., LPC

8-4-2020  
Date

\_\_\_\_\_  
Juvenile Board Chair

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Juvenile Probation Officer

8/4/2020  
Date

# Estimate

**PINNER CARPETS, INC**

800 E 8TH ST

ODESSA, TX 79761

pinner\_carpets\_inc@yahoo.com

Fax: (432) 337-0078

Phone: (432) 337-2303

Estimate #: 19140

Estimate Date: 6/17/2020

Salesperson: MARIA RAMIREZ

Terms: COD

Job:

Customer P.O.:

Store: 101 - PINNER CARPETS, INC

To: WINKLER COUNTY COURTHOUSE

100 E WINKLER  
P O DRAWER Y  
KERMIT, TX 79745

Ship to Address:

downstair bathroom  
100 E WINKLER  
P O DRAWER Y  
KERMIT, TX 79745

Home (432) 586-6658

Work (432) 586-6658

Fax (432) 586-3223

Ship

Cell

Quantity	Meas.	Width	Length	# Tiles	Description	Room	Price	Total
225.00	Feet	0.000	0.000		Armstrong VCT ,52144 cove black		\$3.45	\$776.25
1.00	Unit	0.000	0.000		2 1/2 cove base		\$238.80	\$238.80
1.00	Unit	0.000	0.000		TAKE UP		\$388.00	\$388.00
1.00	Unit	0.000	0.000		DELIVERY		\$150.00	\$150.00
1.00	Unit	0.000	0.000		minmuam labor		\$100.00	\$100.00
1.00	Unit	0.000	0.000		MILEAGE		\$54.00	\$54.00

**Description:**

will not remove toilet

if any floor prep is needed \$150.00 may be added to the bill

MARK I HAVE TO REVISED BID I DID WRONG FOOTAGE.OUR PHONES

ARE DOWN IF ANY QUESTIONS CALL MY CELL PHONE 432-208-2971

Subtotal: 1,707.05

Tax: \$0.00

Total: \$1,707.05

Payments Received: \$0.00

Total Due: \$1,707.05

THANK YOU FOR YOUR BUSINESS

CUSTOMER SATISFACTION GUARANTEED

WE ARE NOT RESPONSIBLE FOR DAMAGE TO FURNITURE





# GUARDIAN

Security Solutions, LC

3214 122nd 806-794-7767  
Lubbock, TX 79423 TX LIC#B11916, OK#1235

# INVOICE

Date	Invoice #
7/29/2020	16822

Bill To

Winkler County  
Attn: Judge Charles Wolf  
Drawer O  
Kermit, TX 79745

[Empty box]

CUSTOMER PO #

Original Quote # 8373

Mailing Address: PO Box 53874, Lubbock, TX 79453  
Fax #806-794-7789  
www.myshield.org  
E-RATE CERTIFIED  
Cooperative Member: TIPS, Buyboard, Good Buy

TERMS	NAME OF COOP	Sales Person
Due on receipt		John Greeson

Item Code	Description	Equip. Location	Qty	Price Each	Amount
ICWXXIT-6D	Protege WX 6-door Kit - Includes 2x4 Enclosure, (1) Controller, (2) Expansion Module, (2) 4A /12V PSU (1.2A per door).		1	3,145.00	3,145.00
DM369	12VDC 7.0 AH Lead-Acid Battery		3	38.00	114.00
IC1356BMS	13.56MHz, Mini Mullion Reader, Black, MIFARE-DESFire-iCLASS, NFC Capable, 3.31" x 1.77" x 0.67", Weigand and RS485, IP65 Rated		4	190.00	760.00
IC1356TAGBWH	Mifare Key Tag, 13.56MHz,S50/1K) White		50	6.75	337.50
NOPS10C24x	24V DC Power Supply, 10amp, metal lock box, 115VAC		1	355.00	355.00
Caddy	Wire Caddy		1	500.00	500.00
CAT5RUN	CAT5 Run from controller to customer network		1	60.00	60.00
ICT-RS485	PLENUM RS-485 cable, 1000' Box, 18/2 unshielded, 22/1 pair		2	745.00	1,490.00
VEWR182	18/2 Stranded		2	210.00	420.00
VEWR224	22/4 Stranded		2	145.00	290.00
Installation	Professional Services		1	6,040.00	6,040.00
				11,434.75	13,511.50
DMSTB10/10	White, 3/8" Recessed Door Contact with Pigtail, 10 PACK		1	37.00	37.00
DMSTB10	White, 3/8" Recessed Door Contact with Pigtail		3	6.00	18.00
VEWR224	22/4 Stranded		2	145.00	290.00
Installation	Professional Services		1	2,500.00	2,500.00
				2,688.00	2,845.00

[Empty box]

<b>Total</b>	\$16,356.50
<b>Sales Tax (8.25%)</b>	\$0.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$16,356.50

E-RATE CERTIFIED

TERMS: DUE ON RECEIPT.  
Please make check to Guardian Security Solutions. Thank you very much for your business. If paying by credit card, fee schedule is: \$0-\$49.99: flat fee \$1. \$50.00+: fee is 3.5%



OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

## CHANGE ORDER 13

PROJECT: Kermit Community Center 725 S. East Ave Kermit, TX 79745	CHANGE ORDER NUMBER: KCC-CO-013
TO OWNER: Winkler County 100 East Winkler Street Kermit, TX 79745	DATE: 7/28/2020
	ARCHITECT'S PROJECT NO: 18-03
	CONTRACT DATE: 4/8/2019
	CONTRACT FOR: Kermit Community Center

The Contract is Changed as follow:  
 This change order includes the following item that will be added to the contract:

Per Clients Request, Change exterior letter signage to "WINKLER COUNTY COMMUNITY CENTER IN KERMIT" \$ 4,688.15

Original Letter Dimension as per plans "KERMIT COMMUNITY CENTER" \$ (3,312.00)

Bond increase	\$ 275.23
RRC OP	\$ 165.14
<b>Total</b>	<b>\$ 1,816.52</b>

**Not valid until signed by the Owner and Contractor.**

The original (Contract Sum) (Guaranteed Maximum Price) was _____	\$3,957,000.00
Net change by previously authorized Change Orders _____	\$422,382.09
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was _____	\$4,379,382.09
The (Contract Sum) (Guaranteed Maximum Price) will be <span style="border: 1px solid black; padding: 2px;">increased</span> by this Change Order in the amount of _____	\$1,816.52
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be _____	\$4,381,198.61

The contract Time will be increased by: | 15 | days

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive

Level 5 Design Group  
 ARCHITECT  
 104 S. Main  
 ADDRESS  
 Mansfield, Tx 76063

RRC Construction  
 CONTRACTOR  
 10617 West CR 72  
 ADDRESS  
 Midland, TX 79707

Winkler County  
 OWNER  
 100 East Winkler Street  
 ADDRESS  
 Kermit, TX 79745

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_



# APPLICATION AND CERTIFICATE FOR PAYMENT

**TO OWNER:**  
Winkler County  
100 East Winkler Street  
Kermit, Tx 79745  
**FROM CONTRACTOR:**  
RRC Construction  
10617 W. CR 72  
Midland, Tx 79707

**PROJECT:**  
Winkler Community Center at Kermit  
S. East Ave.  
Kermit, TX 79745  
**VIA ARCHITECT:**  
Level 5 Architecture, PLLC  
PoBox 1012  
Mansfield, Tx 76063

**APPLICATION #:** PA06032519-15  
**PERIOD TO:** 07/31/20  
**PROJECT NOS:** 18-02  
**CONTRACT DATE:** 04/08/19

Distribution to:

<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Const. Mgr
<input checked="" type="checkbox"/>	Architect
<input checked="" type="checkbox"/>	Contractor

**CONTRACT FOR:** Winkler Community Center at Kermit

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	3,957,000.00
2. Net change by Change Orders	\$	502,105.78
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	4,459,105.78
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		4,459,105.75
<b>5. RETAINAGE:</b>		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	445,910.58
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet	\$	445,910.58
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	4,013,195.18
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)		
	\$	3,924,308.71
8. CURRENT PAYMENT DUE	\$	88,886.46
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	445,910.61

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$502,105.78	
Total approved this Month		
<b>TOTALS</b>	<b>\$502,105.78</b>	
<b>NET CHANGES by Change Order</b>	<b>\$502,105.78</b>	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

**CONTRACTOR:**

By: [Signature] Date: 7/25/30

State of: TX  
County of: Midland  
Subscribed and sworn to before me this 27<sup>th</sup> day of July, 2020



Notary Public: [Signature]  
My Commission expires: 6-5-23

## CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** \_\_\_\_\_ : 88,886.46  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

**ARCHITECT:**

By: [Signature] Date: 8/5/20  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: PA06032519-15

PROJECT:  
Winkler Community Center at Kermit  
S. East Ave.  
Kermit, TX 79745

APPLICATION DATE: 07/27/20

PERIOD TO: 31-Jul-20

ARCHITECT'S PROJECT NO: 18-02

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	<b>Contract Requirements</b>								
2	Insurance	\$26,151.48	26,151.48			26,151.48	100%	(0.00)	2,615.15
3	<b>General Requirements</b>								
4	Project Management and Coordination	\$227,639.21	224,017.80	3,621.41		227,639.21	100%	0.00	22,763.92
5	Bonds	\$97,339.99	97,339.99			97,339.99	100%	(0.00)	9,734.00
6	Temporary Utilities	\$6,903.99	6,735.75	168.24		6,903.99	100%	0.00	690.40
7	Construction Facilities	\$13,807.98	13,572.97	235.01		13,807.98	100%	0.00	1,380.80
8	Construction Aids	\$120,819.83	118,219.33	2,600.50		120,819.83	100%	0.00	12,081.98
9	Controls - Vehicular Access and Parking	\$3,765.81	3,765.81			3,765.81	100%	0.00	376.58
10	Temporary Barriers and Enclosures	\$7,845.44	7,845.44			7,845.44	100%	0.00	784.54
11	Temporary storm water Controls	\$7,922.85		7,922.85		7,922.85	100%	0.00	792.29
12	Site sign	\$836.85	836.85			836.85	100%	(0.00)	83.69
13	Mobilization	\$2,615.15	2,615.15			2,615.15	100%	(0.00)	261.52
14	Cleaning and Waste Management	\$22,784.92	22,405.50	379.42		22,784.92	100%	0.00	2,278.49
15	<b>Concrete</b>								
16	Concrete Forming and Accessories - Concrete	\$8,105.91	8,105.91			8,105.91	100%	0.00	810.59
17	Concrete Reinforcing - Reinforcement Bars	\$30,021.90	30,021.90			30,021.90	100%	(0.00)	3,002.19
18	Cast-in-Place Concrete - Structural Concrete	\$169,677.60	169,677.60			169,677.60	100%	(0.00)	16,967.76
19	Cast-in-Place Concrete - Concrete	\$1,882.91	1,882.91			1,882.91	100%	(0.00)	188.29
20	<b>Masonry</b>								
21	Common Work Results for Masonry	\$301,139.51	301,139.51			301,139.51	100%	0.00	30,113.95
22	<b>Metals</b>								
23	Pipe bollards and embeds	\$1,782.48	1,782.48			1,782.48	100%	0.00	178.25
24	roof accesories	\$1,882.91	1,882.91			1,882.91	100%	(0.00)	188.29
25	Window canopies	\$39,750.25	39,750.25			39,750.25	100%	(0.00)	3,975.03
26	<b>Wood, Plastics, and Composites</b>								
27	Rough Carpentry - Wood Framing	\$175,092.25	175,092.25			175,092.25	100%	(0.00)	17,509.23
28	Rough Carpentry - Wood Decking	\$38,908.38	38,908.38			38,908.38	100%	(0.00)	3,890.84
	<b>SUBTOTALS PAGE 2</b>	<b>1,306,677.61</b>	<b>1,291,750.17</b>	<b>14,927.43</b>		<b>1,306,677.60</b>	<b>100%</b>	<b>0.01</b>	<b>130,667.76</b>

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: PA06032519-15



PROJECT:  
Winkler Community Center at Kermit  
S. East Ave.  
Kermit, TX 79745

APPLICATION DATE: 07/27/20  
PERIOD TO: 31-Jul-20  
ARCHITECT'S PROJECT NO: 18-02

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
29	Rough Carpentry - Sheathing	\$27,827.16	27,827.16			27,827.16	100%	0.00	2,782.72
30	Architectural Wood Casework	\$30,335.72	30,335.72			30,335.72	100%	(0.00)	3,033.57
31	<b>Thermal and Moisture Protection</b>								
32	Thermal Protection - Thermal Insulation	\$22,594.88	22,594.88			22,594.88	100%	(0.00)	2,259.49
33	Roof and Deck Insulation	\$71,132.02	71,132.02			71,132.02	100%	0.00	7,113.20
34	Fire and Smoke Protection - Firestopping	\$3,661.21	3,661.21			3,661.21	100%	(0.00)	366.12
35	Joint Protection - Joint Sealants	\$3,661.21		3,661.21		3,661.21	100%	(0.00)	366.12
36	metal roofing	\$251,054.20	251,054.20			251,054.20	100%	0.00	25,105.42
37	<b>Openings</b>								
38	Doors and Frames - Metal Frames	\$10,251.38	10,251.38			10,251.38	100%	(0.00)	1,025.14
39	Doors and Frames - Metal Doors	\$3,347.39	3,347.39			3,347.39	100%	(0.00)	334.74
40	Doors and Frames - Wood Doors	\$39,854.85	39,854.85			39,854.85	100%	0.00	3,985.49
41	Entrances and Storefronts	\$150,058.23	143,024.45	7,033.78		150,058.23	100%	0.00	15,005.82
42	Hardware - Door Hardware	\$5,596.42	5,596.42			5,596.42	100%	(0.00)	559.64
43	<b>Finishes</b>								
44	Plaster and Gypsum Board Assemblies	\$27,305.28	27,305.28			27,305.28	100%	0.00	2,730.53
45	Tiling - Thin-Set Tiling	\$34,989.63	34,989.63			34,989.63	100%	0.00	3,498.96
46	Ceilings - Acoustical Ceilings	\$34,909.24	33,336.46	1,572.78		34,909.24	100%	0.00	3,490.92
47	Flooring - Flooring Treatment	\$4,349.51	4,132.04	217.47		4,349.51	100%	0.00	434.95
48	Flooring - Resilient Flooring	\$65,814.12	65,814.12			65,814.12	100%	0.00	6,581.41
49	Flooring - Carpeting	\$8,648.82	8,648.82			8,648.82	100%	(0.00)	864.88
50	Painting and Coating - Painting	\$122,697.09	116,562.23	6,134.86		122,697.09	100%	0.00	12,269.71
51	<b>Specialties</b>								
52	Information Specialties - Signage	\$6,040.99		6,040.99		6,040.99	100%	0.00	604.10
53	Toilet, Bath, and Laundry Accessories	\$19,299.79	18,342.89	956.90		19,299.79	100%	0.00	1,929.98
54	Pest Control	\$4,052.96	4,052.96			4,052.96	100%	(0.00)	405.30
55	Safety Specialties - Fire Protection Specialties	\$3,059.72	3,059.72			3,059.72	100%	0.00	305.97
56	Exterior Specialties - Flagpoles	\$10,460.59	10,460.59			10,460.59	100%	0.00	1,046.05
	<b>SUBTOTALS PAGE 3</b>	<b>2,267,680.03</b>	<b>2,227,134.59</b>	<b>40,545.42</b>		<b>2,267,680.01</b>	<b>100%</b>	<b>0.02</b>	<b>226,768.00</b>

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: PA06032519-15

PROJECT:

APPLICATION DATE: 07/27/20

Winkler Community Center at Kermit

PERIOD TO: 31-Jul-20

S. East Ave.

ARCHITECT'S PROJECT NO: 18-02

Kermit, TX 79745

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
57	Furnishings								
58	Casework - Countertops	\$25,963.19	24,665.03	1,298.16		25,963.19	100%	(0.00)	2,596.32
59	Fire Suppression								
60	Ansul	\$5,818.18	5,818.18			5,818.18	100%	0.00	581.82
61	Plumbing								
62	Plumbing Piping - Facility Water Distribution	\$48,635.48	48,635.48			48,635.48	100%	(0.01)	4,863.55
63	Plumbing Piping - Facility Sanitary Sewerage	\$106,162.45	106,162.45			106,162.45	100%	0.00	10,616.25
64	Plumbing Fixtures - Commercial Fixtures	\$60,671.43	54,604.24	6,067.19		60,671.43	100%	0.00	6,067.14
65	Drinking Fountains and Water Coolers	\$3,556.60	3,556.60			3,556.60	100%	0.00	355.66
66	Gas piping	\$1,260.50	1,260.50			1,260.50	100%	0.00	126.05
67	Heating, Ventilating, and Air Conditioning (HVAC)								
68	Common Work Results for HVAC	\$3,347.39	3,347.39			3,347.39	100%	(0.00)	334.74
69	HVAC Ducts and Casings	\$47,813.27	47,813.27			47,813.27	100%	0.00	4,781.33
70	Packaged Compressor and Condenser Units	\$259,841.10	259,841.10			259,841.10	100%	(0.00)	25,984.11
71	Electrical								
72	Electrical Systems	\$129,694.60	129,694.60			129,694.60	100%		12,969.46
73	Medium-Voltage Transformers	\$25,105.42	25,105.42			25,105.42	100%	0.00	2,510.54
74	Medium-Voltage Switchgear	\$25,105.42	25,105.42			25,105.42	100%	0.00	2,510.54
75	Lighting - Interior Lighting	\$48,635.48	48,635.47			48,635.47	100%	0.00	4,863.55
76	Lighting - Exterior Lighting	\$54,918.11	54,918.11			54,918.11	100%	(0.00)	5,491.81
77	Communications								
78	Conduit and boxes for communication	\$28,766.63	28,766.63			28,766.63	100%	(0.00)	2,876.66
79	Audio-Video Systems	\$47,072.66	23,536.33	23,536.33		47,072.66	100%	0.00	4,707.27
80	security building access	\$12,552.71	11,925.07	627.64		12,552.71	100%		1,255.27
81	Earthwork								
82	Site Clearing	\$4,609.98	4,609.98			4,609.98	100%	0.00	461.00
83	Earth Moving - Grading	\$73,785.46	73,785.46			73,785.46	100%	(0.00)	7,378.55
84	Earth Moving - Excavation and Fill	\$183,148.22	183,148.22			183,148.22	100%	0.00	18,314.82
	<b>SUBTOTALS PAGE 4</b>	<b>3,464,144.31</b>	<b>3,392,069.54</b>	<b>72,074.74</b>		<b>3,464,144.28</b>	<b>100%</b>	<b>0.03</b>	<b>346,414.43</b>

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: PA06032519-15

PROJECT:

APPLICATION DATE: 06/25/20

Winkler Community Center at Kermit

PERIOD TO: 31-Jul-20

S. East Ave.

ARCHITECT'S PROJECT NO: 18-02

Kermit, TX 79745

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
85	<b>Exterior Improvements</b>								
86	Bases, Ballasts, and Paving - Flexible Paving	\$247,146.75	234,789.41	12,357.34		247,146.75	100%	0.00	24,714.68
87	Curbs, Gutters, Sidewalks, and Driveways	\$160,771.03	160,771.03			160,771.03	100%	0.00	16,077.10
88	Site Improvements - Fences and Gates	\$24,268.57	24,268.57			24,268.57	100%	0.00	2,426.86
89	<b>Utilities</b>								
90	Water Utility Distribution Piping	\$23,850.15	23,850.15			23,850.15	100%	(0.00)	2,385.02
91	Sanitary Utility Sewerage Piping	\$12,609.20	12,609.20			12,609.20	100%	(0.00)	1,260.92
92	electrical underground	\$24,209.99	24,209.99			24,209.99	100%	0.00	2,421.00
93	<b>KCC-CO-001</b>	<b>\$21,148.94</b>	21,148.94			21,148.94	100%		2,114.89
94	<b>KCC-CO-002</b>	<b>\$67,587.33</b>	67,587.33			67,587.33	100%		6,758.73
95	<b>KCC-CO-003</b>	47,441.93	45,069.82	2,372.11		47,441.93	100%		4,744.19
96	<b>KCC-CO-004</b>	160,086.85	160,086.85			160,086.85	100%		16,008.69
97	<b>KCC-CO-005</b>	24,061.40	24,061.40			24,061.40	100%		2,406.14
98	<b>KCC-CO-006</b>	80,283.76	80,283.76			80,283.76	100%		8,028.38
99	<b>KCC-CO-007</b>	267.96	267.96			267.96	100%		26.80
100	<b>KCC-CO-008</b>	8,448.00	8,448.00			8,448.00	100%		844.80
101	<b>KCC-CO-009</b>	5,284.42	5,284.42			5,284.42	100%		528.44
102	<b>KCC-CO-010</b>	4,933.50	4,933.50			4,933.50	100%		493.35
103	<b>KCC-CO-011</b>	2,838.00	2,838.00			2,838.00	100%		283.80
104	<b>KCC-CO-012</b>	79,723.69	67,765.14	11,958.55		79,723.69	100%		7,972.37
105									
106									
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112									
	<b>SUBTOTALS PAGE 5</b>	<b>4,459,105.78</b>	<b>4,360,343.01</b>	<b>98,762.74</b>		<b>4,459,105.75</b>	<b>100%</b>	<b>0.03</b>	<b>445,910.58</b>



# APPLICATION AND CERTIFICATE FOR PAYMENT

**TO OWNER:**  
 Winkler County  
 100 East Winkler Street  
 Kermit, Tx 79745  
**FROM CONTRACTOR:**  
 RRC Construction  
 10617 W. CR 72  
 Midland, Tx 79707

**PROJECT:**  
 Winkler Community Center at Kermit  
 S. East Ave.  
 Kermit, TX 79745  
**VIA ARCHITECT:**  
 Level 5 Architecture, PLLC  
 PoBox 1012  
 Mansfield, Tx 78063

**APPLICATION #:** PA06032519-16  
**PERIOD TO:** 07/31/20  
**PROJECT NOS:** 18-02  
**Distribution to:**  
 Owner  
 Const. Mgr  
 Architect  
 Contractor  
**CONTRACT DATE:** 04/08/19

**CONTRACT FOR:** Winkler Community Center at Kermit

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet is attached.

<b>1. ORIGINAL CONTRACT SUM</b> -----	\$	<u>3,957,000.00</u>
<b>2. Net change by Change Orders</b> -----	\$	<u>502,105.78</u>
<b>3. CONTRACT SUM TO DATE (Line 1 +/- 2)</b>	\$	<u>4,459,105.78</u>
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> -\$ (Column G on Continuation Sheet)		<u>4,459,105.75</u>
<b>5. RETAINAGE:</b>		
a. _____ of Completed Work (Columns D+E on Continuation Sheet)	\$	<u>                    </u>
b. _____ of Stored Material (Column F on Continuation Sheet)	\$	<u>                    </u>
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)-----	\$	<u>                    </u>
<b>6. TOTAL EARNED LESS RETAINAGE</b> ----- (Line 4 less Line 5 Total)	\$	<u>4,459,105.75</u>
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)-----	\$	<u>4,013,195.18</u>
<b>8. CURRENT PAYMENT DUE</b> -----	\$	<u>377,478.57</u>
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 less Line 6)	\$	<u>68,432.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$502,105.78	
Total approved this Month		
<b>TOTALS</b>	<b>\$502,105.78</b>	
<b>NET CHANGES by Change Order</b>	<b>\$502,105.78</b>	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

**CONTRACTOR:**

By: [Signature] Date: 7/27/2020

State of: Texas  
 County of: Midland  
 Subscribed and sworn to before me this 27<sup>th</sup> day of July, 2020



Notary Public: [Signature]  
 My Commission expires: 6-5-23

## CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ----- : 377,478.57  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

**ARCHITECT:**

By: [Signature] Date: 8/1/2020  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.



**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: PA06032519-16

PROJECT:  
Winkler Community Center at Kermit  
S. East Ave.  
Kermit, TX 79745

APPLICATION DATE: 07/27/20  
PERIOD TO: 31-Jul-20  
ARCHITECT'S PROJECT NO: 18-02

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		% (G/C)			
1	<b>Contract Requirements</b>								
2	Insurance	\$26,151.48	26,151.48			26,151.48	100%	(0.00)	
3	<b>General Requirements</b>								
4	Project Management and Coordination	\$227,639.21	227,639.21			227,639.21	100%	0.00	
5	Bonds	\$97,339.99	97,339.99			97,339.99	100%	(0.00)	
6	Temporary Utilities	\$6,903.99	6,903.99			6,903.99	100%	0.00	
7	Construction Facilities	\$13,807.98	13,807.98			13,807.98	100%	0.00	
8	Construction Aids	\$120,819.83	120,819.83			120,819.83	100%	0.00	
9	Controls - Vehicular Access and Parking	\$3,765.81	3,765.81			3,765.81	100%	0.00	
10	Temporary Barriers and Enclosures	\$7,845.44	7,845.44			7,845.44	100%	0.00	
11	Temporary storm water Controls	\$7,922.85	7,922.85			7,922.85	100%	0.00	
12	Site sign	\$836.85	836.85			836.85	100%	(0.00)	
13	Mobilization	\$2,615.15	2,615.15			2,615.15	100%	(0.00)	
14	Cleaning and Waste Management	\$22,784.92	22,784.92			22,784.92	100%	0.00	
15	<b>Concrete</b>								
16	Concrete Forming and Accessories - Concrete	\$8,105.91	8,105.91			8,105.91	100%	0.00	
17	Concrete Reinforcing - Reinforcement Bars	\$30,021.90	30,021.90			30,021.90	100%	(0.00)	
18	Cast-In-Place Concrete - Structural Concrete	\$169,677.60	169,677.60			169,677.60	100%	(0.00)	
19	Cast-in-Place Concrete - Concrete	\$1,882.91	1,882.91			1,882.91	100%	(0.00)	
20	<b>Masonry</b>								
21	Common Work Results for Masonry	\$301,139.51	301,139.51			301,139.51	100%	0.00	
22	<b>Metals</b>								
23	Pipe bollards and embeds	\$1,782.48	1,782.48			1,782.48	100%	0.00	
24	roof accesories	\$1,882.91	1,882.91			1,882.91	100%	(0.00)	
25	Window canopies	\$39,750.25	39,750.25			39,750.25	100%	(0.00)	
26	<b>Wood, Plastics, and Composites</b>								
27	Rough Carpentry - Wood Framing	\$175,092.25	175,092.25			175,092.25	100%	(0.00)	
28	Rough Carpentry - Wood Decking	\$38,908.38	38,908.38			38,908.38	100%	(0.00)	
	<b>SUBTOTALS PAGE 2</b>	<b>1,306,677.61</b>	<b>1,306,677.80</b>			<b>1,306,677.60</b>	<b>100%</b>	<b>0.01</b>	

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: PA06032519-16

PROJECT:  
Winkler Community Center at Kermit  
S. East Ave.  
Kermit, TX 79745

APPLICATION DATE: 07/27/20  
PERIOD TO: 31-Jul-20  
ARCHITECT'S PROJECT NO: 18-02

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
29	Rough Carpentry - Sheathing	\$27,827.16	27,827.16			27,827.16	100%	0.00	
30	Architectural Wood Casework	\$30,335.72	30,335.72			30,335.72	100%	(0.00)	
31	<b>Thermal and Moisture Protection</b>								
32	Thermal Protection - Thermal Insulation	\$22,594.88	22,594.88			22,594.88	100%	(0.00)	
33	Roof and Deck Insulation	\$71,132.02	71,132.02			71,132.02	100%	0.00	
34	Fire and Smoke Protection - Firestopping	\$3,661.21	3,661.21			3,661.21	100%	(0.00)	
35	Joint Protection - Joint Sealants	\$3,661.21	3,661.21			3,661.21	100%	(0.00)	
36	metal roofing	\$251,054.20	251,054.20			251,054.20	100%	0.00	
37	<b>Openings</b>								
38	Doors and Frames - Metal Frames	\$10,251.38	10,251.38			10,251.38	100%	(0.00)	
39	Doors and Frames - Metal Doors	\$3,347.39	3,347.39			3,347.39	100%	(0.00)	
40	Doors and Frames - Wood Doors	\$39,854.85	39,854.85			39,854.85	100%	0.00	
41	Entrances and Storefronts	\$150,058.23	150,058.23			150,058.23	100%	0.00	
42	Hardware - Door Hardware	\$5,596.42	5,596.42			5,596.42	100%	(0.00)	
43	<b>Finishes</b>								
44	Plaster and Gypsum Board Assemblies	\$27,305.28	27,305.28			27,305.28	100%	0.00	
45	Tiling - Thin-Set Tiling	\$34,989.63	34,989.63			34,989.63	100%	0.00	
46	Ceilings - Acoustical Ceilings	\$34,909.24	34,909.24			34,909.24	100%	0.00	
47	Flooring - Flooring Treatment	\$4,349.51	4,349.51			4,349.51	100%	0.00	
48	Flooring - Resilient Flooring	\$65,814.12	65,814.12			65,814.12	100%	0.00	
49	Flooring - Carpeting	\$8,648.82	8,648.82			8,648.82	100%	(0.00)	
50	Painting and Coating - Painting	\$122,697.09	122,697.09			122,697.09	100%	0.00	
51	<b>Specialties</b>								
52	Information Specialties - Signage	\$6,040.99	6,040.99			6,040.99	100%	0.00	
53	Toilet, Bath, and Laundry Accessories	\$19,299.79	19,299.79			19,299.79	100%	0.00	
54	Pest Control	\$4,052.96	4,052.96			4,052.96	100%	(0.00)	
55	Safety Specialties - Fire Protection Specialties	\$3,059.72	3,059.72			3,059.72	100%	0.00	
56	Exterior Specialties - Flagpoles	\$10,460.59	10,460.59			10,460.59	100%	0.00	
SUBTOTALS PAGE 3		2,267,680.03	2,267,680.01			2,267,680.01	100%	0.02	

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: PA06032519-16

PROJECT:  
Winkler Community Center at Kermit  
S. East Ave.  
Kermit, TX 79745

APPLICATION DATE: 07/27/20  
PERIOD TO: 31-Jul-20  
ARCHITECT'S PROJECT NO: 18-02

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		% (G/C)			
57	<b>Furnishings</b>								
58	Casework - Countertops	\$25,963.19	25,963.19			25,963.19	100%	(0.00)	
59	<b>Fire Suppression</b>								
60	Ansul	\$5,818.18	5,818.18			5,818.18	100%	0.00	
61	<b>Plumbing</b>								
62	Plumbing Piping - Facility Water Distribution	\$48,635.48	48,635.48			48,635.48	100%	(0.01)	
63	Plumbing Piping - Facility Sanitary Sewerage	\$106,162.45	106,162.45			106,162.45	100%	0.00	
64	Plumbing Fixtures - Commercial Fixtures	\$60,671.43	60,671.43			60,671.43	100%	0.00	
65	Drinking Fountains and Water Coolers	\$3,556.60	3,556.60			3,556.60	100%	0.00	
66	Gas piping	\$1,260.50	1,260.50			1,260.50	100%	0.00	
67	<b>Heating, Ventilating, and Air Conditioning (HVAC)</b>								
68	Common Work Results for HVAC	\$3,347.39	3,347.39			3,347.39	100%	(0.00)	
69	HVAC Ducts and Casings	\$47,813.27	47,813.27			47,813.27	100%	0.00	
70	Packaged Compressor and Condenser Units	\$259,841.10	259,841.10			259,841.10	100%	(0.00)	
71	<b>Electrical</b>								
72	Electrical Systems	\$129,694.60	129,694.60			129,694.60	100%		
73	Medium-Voltage Transformers	\$25,105.42	25,105.42			25,105.42	100%	0.00	
74	Medium-Voltage Switchgear	\$25,105.42	25,105.42			25,105.42	100%	0.00	
75	Lighting - Interior Lighting	\$48,635.48	48,635.47			48,635.47	100%	0.00	
76	Lighting - Exterior Lighting	\$54,918.11	54,918.11			54,918.11	100%	(0.00)	
77	<b>Communications</b>								
78	Conduit and boxes for communication	\$28,766.63	28,766.63			28,766.63	100%	(0.00)	
79	Audio-Video Systems	\$47,072.66	47,072.66			47,072.66	100%	0.00	
80	security building access	\$12,552.71	12,552.71			12,552.71	100%		
81	<b>Earthwork</b>								
82	Site Clearing	\$4,609.98	4,609.98			4,609.98	100%	0.00	
83	Earth Moving - Grading	\$73,785.46	73,785.46			73,785.46	100%	(0.00)	
84	Earth Moving - Excavation and Fill	\$183,148.22	183,148.22			183,148.22	100%	0.00	
	<b>SUBTOTALS PAGE 4</b>	<b>3,464,144.31</b>	<b>3,464,144.28</b>			<b>3,464,144.28</b>	<b>100%</b>	<b>0.03</b>	

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: PA06032519-16

PROJECT:  
Winkler Community Center at Kermit  
S. East Ave.  
Kermit, TX 79745

APPLICATION DATE: 08/25/20  
PERIOD TO: 31-Jul-20  
ARCHITECT'S PROJECT NO: 18-02

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		% (G/C)			
85	Exterior Improvements								
86	Bases, Ballasts, and Paving - Flexible Paving	\$247,146.75	247,146.75			247,146.75	100%	0.00	
87	Curbs, Gutters, Sidewalks, and Driveways	\$160,771.03	160,771.03			160,771.03	100%	0.00	
88	Site Improvements - Fences and Gates	\$24,268.57	24,268.57			24,268.57	100%	0.00	
89	Utilities								
90	Water Utility Distribution Piping	\$23,850.15	23,850.15			23,850.15	100%	(0.00)	
91	Sanitary Utility Sewerage Piping	\$12,609.20	12,609.20			12,609.20	100%	(0.00)	
92	electrical underground	\$24,209.99	24,209.99			24,209.99	100%	0.00	
93	KCC-CO-001	\$21,148.94	21,148.94			21,148.94	100%		
94	KCC-CO-002	\$67,587.33	67,587.33			67,587.33	100%		
95	KCC-CO-003	47,441.93	47,441.93			47,441.93	100%		
96	KCC-CO-004	160,086.85	160,086.85			160,086.85	100%		
97	KCC-CO-005	24,061.40	24,061.40			24,061.40	100%		
98	KCC-CO-006	80,283.76	80,283.76			80,283.76	100%		
99	KCC-CO-007	267.96	267.96			267.96	100%		
100	KCC-CO-008	8,448.00	8,448.00			8,448.00	100%		
101	KCC-CO-009	5,284.42	5,284.42			5,284.42	100%		
102	KCC-CO-010	4,933.50	4,933.50			4,933.50	100%		
103	KCC-CO-011	2,838.00	2,838.00			2,838.00	100%		
104	KCC-CO-012	79,723.69	79,723.69			79,723.69	100%		
105									
106									
107									
108									
109									
110									
111									
112									
SUBTOTALS PAGE 5		4,459,105.78	4,459,105.75			4,459,105.75	100%	0.03	



Level 5 Architecture, PLLC  
 104 South Main Street  
 Mansfield, Texas 76063

Winkler County

Invoice number 1803-27  
 Date 07/31/2020

Project 18-03 KERMIT COMMUNITY CENTER  
 AND ANNEX

Construction Cost \$4,459,105.00  
 Construction Cost % 9.00 %  
 Contract Amount \$158,719.45

Description	Contract Amount	Percent Complete	Current Billed
Construction Cost Increase - CA	158,719.45	97.21	15,000.00
<b>Total</b>	<b>158,719.45</b>	<b>97.21</b>	<b>15,000.00</b>

**Reimbursables**

	Units	Rate	Billed Amount
Fees & Permits	1.00	829.5755	829.58

Invoice total **15,829.58**

**Invoice Summary**

Description	Contract Amount	Prior Billed	Current Billed	Remaining
Phase 1 Design Services	73,800.00	73,800.00	0.00	0.00
Design Development	73,800.00	73,800.00	0.00	0.00
Construction Docs	72,000.00	72,000.00	0.00	0.00
Construction Admin	23,000.00	23,000.00	0.00	0.00
Construction Cost Increase - CA	158,719.45	139,289.64	15,000.00	4,429.81
Add Services - Civil Engineering	45,201.40	45,201.40	0.00	0.00
<b>Total</b>	<b>446,520.85</b>	<b>427,091.04</b>	<b>15,000.00</b>	<b>4,429.81</b>

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1803-27	07/31/2020	15,829.58	15,829.58	0.00	0.00	0.00	0.00
<b>Total</b>		<b>15,829.58</b>	<b>15,829.58</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



**Total Due this Invoice      \$2,759.92**

Honorable Charles Wolf  
County Judge  
Winkler County  
County Courthouse  
PO Drawer Y  
100 E Winkler St  
Kermit, TX 79745

July 21, 2020  
Invoice No:      01409819.00 - 14

Project      01409819.00      Winkler Co Air Hangars  
Contract awarded to RRC. Preconstruction meeting schedule for 7/22/20.

**Professional Services from June 1, 2020 to June 30, 2020**

Task      Construction Admin Services

**Fee**

Total Fee      33,252.00

Percent Complete

13.30 Total Earned

4,422.52

Previous Fee Billing

1,662.60

**Total Fee**

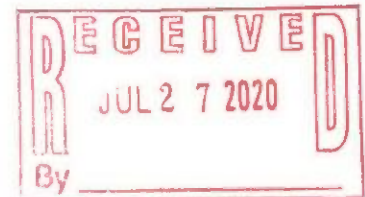
**2,759.92**

**Task Subtotal**

**\$2,759.92**

**Total Due this Invoice**

**\$2,759.92**



**RETURN REMITTANCE  
COPY WITH PAYMENT.  
THANK YOU!**

*Please send payment to our Lubbock office: 4222 85th Street, Lubbock, Texas 79423*