

THE STATE OF TEXAS     )  
                                       :  
 COUNTY OF WINKLER     )

On this the 5<sup>th</sup> day of October, 2015, the Commissioners' Court of Winkler County, Texas, met in Special Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

Charles M. Wolf	County Judge
Billy Stevens	Commissioner, Precinct No. 1
Robbie Wolf	Commissioner, Precinct No. 2
Randy Neal	Commissioner, Precinct No. 3
Shethelia Reed	County Clerk and Ex-Officio Clerk of Commissioners' Court

ABSENT: Billy Ray Thompson     Commissioner, Precinct No. 4

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

At 9:00 o'clock A.M. Judge Wolf called the meeting to order.

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve IGT payment for Winkler County Memorial Hospital in an amount not to exceed \$419,059.39 from committed contract services with such amount to be reimbursed by Winkler County Memorial Hospital; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve Contract for Residential Services between Winkler County Juvenile Department and the Pegasus Schools, Inc., for the period of October 05, 2015 through October 04, 2016; which motion became an order of the Court upon the following vote:

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

CONTRACT FOR RESIDENTIAL SERVICES

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the Winkler County Juvenile Department, and the Plaquemine Services, Inc. Hereinafter called Service Agency by the Agreement and in consideration of the mutual promises set forth below, agree that:

I. PROVISION OF SERVICE:

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities. Formerly residential, institutional, emergency shelter, therapeutic, intensive, or inpatient provisions. Levels of care and services to be provided at each level are those defined in the CJD Minimum Rate Schedule for Facilities of Services, and by the Texas Health and Human Services Commission Council.

- A. For and in consideration of the above mentioned services, the Winkler County Juvenile Department, agrees to pay the Service Agency \$164.30 per client day for Residential Level of Care and \$103.89 per client day for Moderate Level of Care. This fee does not exceed actual cost of children in the Service Agency, and does not exceed the amount allowed in the current CJD Minimum Rate Schedule. For juveniles placed in the facility under the Title IV-E program, the contract price shall be based on the TIERS level of care as currently defined or retroactively provided.
- B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as treatment, education, etc., and that the Service Agency may receive some fee for this client and his return, Plaquemine Services, Inc. will pay the Service Agency the above agreed-upon amount for each regularly scheduled day away from the Service Agency in the program provided they do not exceed one (1) day at any one time.
- C. If a client makes an unscheduled departure from the Service Agency, Plaquemine Services, Inc. shall be notified immediately. If the client returns to the Service Agency within ten (10) days or prior to the next billing day of the month, whichever shall occur first, the Service Agency shall invoice payment for those days the client was absent from the Service Agency, but not to exceed the days of payment.

- G. The County reserves its right to terminate the child's placement at the Service Agency at its discretion. The Service Agency shall not release a child to any person or agency other than the County without the express consent of the County.
- H. The County shall approve the child's participation in any through a home visit or extended agency visit.
- I. Utmost adherence to the County, for child may visit family with parents and relatives or friends to coordinate with established Service Agency policies.
- J. Suspended or alleged cases of child abuse must be immediately reported to the Child Welfare Services Department, Placement Officer and the Department of Human Services. (After proper notification will be accomplished by notifying the Caldwell County Sheriff's Department and asking the dispatcher to notify the sheriff's office to contact the placement officer.)

II. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency 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 client records. This examination and evaluation of the program will include unannounced site visitation, observation of program in operation, interview, and the administration of questionnaires to the staff of the Service Agency and the client.
- B. The Service Agency shall cooperate with the goals, output and measurable outcomes to assist in its proposal to provide residential services as well as provisions of the resident Individual Program Plan (IPP). The Service Agency shall provide to the County such descriptive information as records covered as requested or forms provided by the County.
- C. The Service Agency agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Winkler County Juvenile Department, and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of the Contract, hereinafter called the Records.
- D. Under Section 21.006, Family Code, the Service Agency certifies that the individual or firm that is not duly licensed at this contract, but, in agreement to be obligated to operate the facility, shall, then, or thereafter and retroactively that the contract may be annulled and damages may be withheld if the certification is fraudulent.

- B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall advise the Winkler County Juvenile Department. It is not charged for such fiscal support for which the client is otherwise eligible.
- C. Contractor understands the acceptance of funds under this contract as an acceptance of the State Auditor's Office. If any contractor agency is contacted by the State Auditor's Office in connection with these funds Contractor further agrees to cooperate fully with the State Auditor's Office or its assistance in the conduct of the audit or investigation, including providing all records requested. Contractor will accept that this means assuming the authority of such funds received interests by subcontractors through Contractor and responsibility to cooperate in relation to any subcontractor's records.

VI. SOCIAL OPPORTUNITY

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

VI. OFFICIAL NOT TO SIGN IT

No official, officer or employee of Winkler County Juvenile Department, Plaintiff herein, his or her member of its governing body, and no other public official of the governing body of the County or counties in which the project is located or being located, nor who exercise any functions or responsibilities in the exercise 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 pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

VIII. DEFAULT

The Winkler County Juvenile Department may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) If the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof;
- (2) If the Service Agency fails to perform any of the other provisions of this Contract, or so fails to perform the work as to endanger performance of this Contract, or so fails to cooperate with the terms, and in other of them that the contractor does not cure such failure with a period of ten (10) days for each occurrence as authorized by the Winkler County Juvenile Department, in writing after receiving notice of default.

- D. The Service Agency is under an obligation to obtain space for the client in institutional placement situations.
  - E. Payment is to be made monthly. Check for payment will be submitted to the County 10 days from the last day of the month for which payment is being requested.
  - F. Each billing should specify the name of the client or clients for whom payment is being requested along with number of days client was in custody for which payment is being requested.
  - G. The Service Agency is under an obligation to accept a client who is deemed inappropriate for placement in the program by Service Agency.
- H. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT
- A. Each client placed with the Service Agency shall have a written Individual Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county placement prior to placement.
  - B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed thirty (30) days, to review the client's progress with modification of the IPP being made when indicated.
  - C. The IPP shall contain the reasons why the placement will benefit the client, shall state the goal and objectives being sought for each client, shall state how the goal and objectives are to be achieved in the Service Agency placement, and shall state how the parent, guardian(s), and other persons, grandparents, or other extended family members will be involved in the Individual Program Plan to assist in promoting or monitoring the client's alleged adjustment, behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.
  - D. Copies of the original IPP and the periodic review are to be maintained by the Service Agency and the County Placement Officer.
  - E. The Service Agency shall provide each child's Placement Officer with a written report of the child's progress on a monthly basis.
  - F. If a child in placement at the Service Agency makes an unscheduled departure, becomes absconded, or, as it is treated in an institution of a correctional nature, the Service Agency shall notify the child's Protective Officer, Adult Care and Welfare Commission will be accompanied by calling the Caldwell County Sheriff's Department and asking for the sheriff's office to verify the placement officer immediately and ensure that person and proper

- I. The Service Agency shall adhere to all applicable state and federal laws and legislative policies in the Service Agency program of service.
- J. The Service Agency shall account responsibility for the receipt and expenditure of any and all funds received under this contract.
- K. The Service Agency shall maintain all applicable records for a minimum of one year or until any pending audits and all questions arising thereto have been resolved.

IV. PERFORMANCE MEASURES

- A. Goals: The contract plan shall contain specific measurable goals and services that are appropriate to the child and that assist the child in reaching or his future potential. This development will be through provision of a safe, drug free environment in which counseling services be utilized as a tool for educational, emotional and behavioral goals.
- B. Outputs: The Service Agency shall provide the Plaquemine County county information upon request which includes the services provided to clients. These outputs may include, but are not limited to:
  - Average length of stay
  - Average daily population
  - Average number of counseling hours provided weekly or monthly
  - Average number of educational hours provided daily, weekly or monthly
  - Specific types of skills implemented by the service provider
- C. Measurable Outcomes: The Service Agency shall furnish the Plaquemine County upon request annual indicators for state specific youth which represent the effectiveness of the Service Agency in providing public benefit. Evaluation of the Plaquemine County may be performed by using outcome measures such as:
  - % of youth successfully completing the program
  - % of youth reporting improved family communication / functioning while in placement
  - % of youth demonstrating progress in pursuit of goals in treatment plan
  - % of youth earning credits or work subjects

V. PLAN ASSESSMENT

- A. Clients in their families shall not be separated from the services by the Service Agency unless arrangements are specified by the County. This does not preclude reasonable efforts to treat, voluntarily committing themselves or clients through the assistance of a shelter, personal services, and funds to assist in supporting a youth's rehabilitation.

IX. TERMINATION

- A. This contract may be terminated by either party by giving ten (10) days written notice to the other party here to of the intention of termination.
- B. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after verifying the County Placement Officer of the county and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for services.
- C. The decision of the termination party shall be final and conclusive within thirty (30) days from the date of receipt and of a written copy of decision, the non-terminating party shall or otherwise forfeits to the terminating party a written report addressing the Criminal Justice Division. The decision of the Criminal Justice Division or its authorized representative shall be final and conclusive except a showing of fraud, equities, unfairness, or gross error involving bad faith, or some such of comparable jurisdiction.

X. LAW AND VENUE

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

XI. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument for a period of one (1) year and may be extended for up to one (1) year.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BY: CRISTAL WALT BY: Robert Ellis  
Winkler County Judge Chief Executive Officer  
Plaquemine Services, Inc.

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

A motion was made by Commissioner Stevens and seconded by Commissioner Wolf to appoint Eddie Whitefield, Jr. as Precinct No. 1 member to Hospital Board of Control for unexpired term ending December 31, 2016; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to approve purchase of 45kw natural gas Genset generator and automatic transfer switch in the amount of \$3,500.00 from contingency funds for Wink Volunteer Fire Department; which motion became an order of the Court upon the following vote:

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

A motion was made by Commissioner Neal and seconded by Commissioner Stevens to adjourn the meeting; which motion became an order of the Court upon the following vote:

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

MINUTES approved the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 COUNTY CLERK