

ARTICLE II
DEFINITIONS

- 2.01 For purposes of this Agreement, the following definitions apply:
- A. "Agreement": Defined hereinabove.
 - B. "TJJJ": Defined hereinabove.
 - C. "Juvenile Probation": Defined hereinabove.
 - D. "Krier Center": Cyndi Taylor Krier Juvenile Correctional Treatment Center, located at 3621 Farm Road, San Antonio, Texas 78223.
 - E. "Mission Road Center": Mission Road Center, located at 600 Mission Road, San Antonio, Texas 78201.
 - F. "Detention Center": Bexar County Juvenile Detention Center, located at 600 Mission Road, San Antonio, Texas 78201.
 - G. "Facilities": Collectively refers to the Krier Center, Mission Road Center, and Detention Center.
 - H. "Child/Children": Any and all child/children committed to the TJJJ who have been accepted by the Bexar County Chief Juvenile Probation Officer for placement at the Krier Center.
 - I. "TLOA": Therapeutic leave of absence.
 - J. "Child's TJJJ Case Manager": A juvenile case manager of the TJJJ who is assigned to a Child.
 - K. "PREA": Prison Rape Elimination Act of 2003 (28 CFR §115).

ARTICLE III
TERM

- 3.01 This Agreement shall commence on July 1, 2020 and end on August 31, 2021, unless earlier terminated in accordance with this Agreement. It shall be automatically renewed for one-year terms thereafter, commencing September 1st and ending August 31st of each subsequent year, unless one party notifies the other in writing, at least 30 days prior to the expiration of said term, of its intention to not renew this Agreement.

ARTICLE IV
OPERATIONAL AUTHORITY

- 4.01 Juvenile Probation owns and operates the Krier Center, Mission Road Center, and Detention Center. The Krier Center is a secure post-adjudication treatment facility, Mission Road Center is a secure pre- and post-adjudication correctional facility, and the Detention Center

is a secure pre-adjudication detention facility. The Facilities are registered with TJJD and are certified by the Bexar County Juvenile Board.

ARTICLE V
CHILD ACCEPTANCE & PLACEMENT

- 5.01 Juvenile Probation is under no obligation to accept a Child, and no Child will be placed at the Krier Center without the prior written approval of the Bexar County Chief Juvenile Probation Officer. Children from Bexar County will always be given priority over children from TJJD.
- 5.02 For a child to be considered for acceptance, TJJD shall provide Juvenile Probation the TJJD “Interagency Placement Application” and any other pre-admission records pertaining to a Child as currently listed, or subsequently amended, in Texas Administrative Code §343.600. All documents shall be sent to:
- Carlos Zuniga
Deputy Chief –Institutions
Bexar County Juvenile Probation Department
301 E. Mitchell Street
San Antonio, TX 78210
czuniga@bexar.org
(210) 335-1812 | fax: (210) 335-1822
- 5.03 TJJD will be responsible for all transportation needs of a Child, a Child’s TJJD Case Manager, and a Child’s family, except for a Child’s transportation between Juvenile Probation Facilities and for a Child’s medical transportation within Bexar County.
- 5.04 A Child’s supervision will remain under the jurisdiction of TJJD while Child is receiving services under this Agreement. TJJD will assign a Case Manager, and a Family Liaison.
- 5.05 When discharge from programming at the Krier Center is deemed necessary by the Krier Center staff, a Child may be transported to the Mission Road Center. Juvenile Probation will promptly contact the TJJD to determine the next course of action for the Child. If Juvenile Probation elects to discharge the Child from Krier Center placement, TJJD shall pick up the Child at the Mission Road Center within 10 days of notification to TJJD. In any event, Juvenile Probation will only release a Child to a person or agency specifically designated by an authorized agent of TJJD, and TJJD will pay the per diem rate set forth herein for each day a Child remains in a Juvenile Probation Facility.
- 5.06 In the event a Child commits a new offense or violation of facility rules while residing at the Krier Center, in accord with applicable statute(s) and at the discretion of Juvenile Probation and/or local law enforcement, the Child may be transported to the Bexar County Jail, the Detention Center or Mission Road Center for temporary placement. Juvenile Probation will promptly contact the TJJD to determine the next course of action for the Child. If Juvenile Probation elects to discharge the Child from Krier Center placement, TJJD shall promptly pick up the Child at the Detention Center. In any event, Juvenile Probation will only release a Child to a person or agency specifically designated by an authorized agent of TJJD, and TJJD will pay the per diem rate set forth herein for each day a Child remains in a Juvenile Probation Facility.

- 5.07 The parties recognize that part of a Child's rehabilitation program may include time away from the Krier Center, such as weekends and holidays. Juvenile Probation will coordinate with TJJD to schedule a mutually agreeable day and time for a Child's TLOA. The specific time frame for the TLOA must be approved by the Krier Center Facility Administrator or his/her designee. TJJD will be responsible for a Child's transportation to and from the Krier Center, and for the Child's supervision during a TLOA. Juvenile Probation will retain a bed for a Child until his/her return from a TLOA.
- 5.08 Juvenile Probation reserves the right to discharge a Child from placement at the Krier Center at its discretion. In any event, Juvenile Probation will only release a Child to a person or agency specifically designated by an authorized agent of TJJD.

ARTICLE VI
KRIER CENTER SERVICES

6.01 Services. Services include:

- A. Routine supervision, intervention, and therapeutic services to ensure 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.
- B. A full range of treatment and rehabilitative interventions including educational, social, recreational, psycho-educational, and mental health services.
- C. Specialized interventions within the general program services tailored to effectively stabilize, manage, and treat special populations with unique challenges in a developmentally appropriate fashion. These special populations include mentally ill youth, substance abusing youth, and female and pregnant youth. A summary of the current specialized programming for special populations at the Krier Center can be found in **Addendum B** of this Agreement.
- D. Appropriately licensed medical and mental health professionals to manage and administer both the long term specialized and intensive level of care services, as well as intensive interventions to achieve psychiatric stabilization in crisis situations as needed.
- E. Weekly multi-disciplinary treatment team meetings to conduct initial assessments, develop individualized treatment plans, and monitor the progress of all Krier Center residents, as well as to plan each resident's transition back to the community.
- F. Therapy for each resident as follows:
 - 1. Individual Therapy: at least four 50-minute sessions per month scheduled by the therapist;
 - 2. Group Therapy: at least eight 50-minute sessions per month scheduled by the Krier Center and facilitated by the therapist;

3. Family Therapy: at least one to two 50-minute sessions per month scheduled by the therapist;
 4. Skills/Process/Psycho-educational Therapy: at least five 50-minute sessions per week scheduled by the Krier Center and facilitated by the therapist; and
 5. Psychiatric Consultation: once at intake and subsequently as needed.
- 6.02 Education. In accordance with state and federal law, all Children will have access to a free appropriate public education and related services through the East Central Independent School District while residing at the Krier Center. A detailed list of the current educational services at the Krier Center can be found in **Addendum C** of this Agreement.
- 6.03 Ropes Challenge Course. The Ropes Challenge Course is located on the Krier Center premises and utilizes hands-on problem solving tasks to illustrate concepts of teamwork, esteem building, accomplishment and goal setting. The Ropes Challenge Course employs both low and high elements, and includes a 50-foot tower for climbing and rappelling.
- 6.04 Enrichment Programs. The Enrichment Programs at the Krier Center are unique opportunities to provide residents a mechanism to explore talents they may not yet have developed. These programs are educational, culturally enriching, and entertaining. While they may not be available to all Children residing at the Krier Center, the programs currently include equine instruction and therapy, theater arts, and creative writing.
- 6.05 Residential Case Plan/ Case Plan Review. Residential case plans and case plan reviews shall be conducted in accordance with Chapter 37 Texas Administrative Code. The residential case plan and case plan reviews 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 TJJD Case Manager. The Child's TJJD Case Manager will be responsible for obtaining the signature of the Child's parent/legal guardian/custodian on all residential case plans and case plan reviews.
- 6.06 Child's Parent and TJJD Case Manager Participation. The parties acknowledge that part of a Child's rehabilitation process is parent involvement. If a Child's parent/legal guardian/custodian, or TJJD case manager is unable to attend a meeting, arrangements may be made for participation via a conference call. A Child's TJJD Case Manager will also conduct monthly visits with a Child at the Krier Center. The Krier Center program requires a Child's TJJD Case Manager and a Child's parent/legal guardian/custodian to attend the following meetings:
- A. Residential case plan meeting
 - B. Case plan review meetings (every 30 days)
 - C. Family therapy sessions (not attended by Child's Contract Case Manager)
 - D. Transitional staffing
 - E. Graduation from the Krier Center program.
- 6.07 Emergency Notification. Juvenile Probation will ensure that the Child's parent/legal guardian/custodian, Child's TJJD Case Manager, and any person specifically designated by

an authorized agent of TJJD are immediately notified if a Child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident, or has been transported to a hospital or emergency care facility.

- 6.08 Transitional Staffing. The parties acknowledge that early planning for a child's transition back into the community enhances the likelihood of successful reentry. With the assistance of the Krier Center, the child's TJJD Case Manager will be responsible for developing the Aftercare Case Plan, taking into consideration the aftercare level of supervision, candidacy issues, safety issues, the youth's risks and needs, and the family's risks and needs. The TJJD Case Manager will explain and introduce service providers (submit referrals, set or obtain appointment dates and times if possible), and will complete Medicaid paperwork.

ARTICLE VII EVALUATION CRITERIA

- 7.01 Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section.
- A. TJJD shall evaluate Juvenile Probation's performance under this Agreement according to the following specific performance goals:
1. Ensure that each Child successfully completes the placement program at the Krier Center.
 2. Ensure that the Krier Center services effectively promote the prevention of a Child's re-referral to the juvenile or criminal justice system.
- B. TJJD shall additionally evaluate Juvenile Probation by the following output measures:
1. The total number of Children accepted and placed at the Krier Center.
 2. The total number of Children who successfully complete the placement program at the Krier Center.
 3. The total number of Children who were unsuccessfully discharged from the Krier Center.
 4. The total number of Children who re-offended within one year of successfully completing the placement program at the Krier Center.
 5. The total number of Children who re-offended within two years of successfully completing the placement program at the Krier Center.
 6. The total number of Children who re-offended within three years of successfully completing the placement program at the Krier Center.

C. TJJD shall further evaluate Juvenile Probation by the following outcome measures:

1. Percentage of Children who successfully completed the placement program at the Krier Center.
2. Percentage of Children who were unsuccessfully discharged from the placement program at the Krier Center.
3. Percentage of Children who successfully completed the placement program at the Krier Center and subsequently re-offended within one year of completion.
4. Percentage of Children who successfully completed the placement program at the Krier Center and subsequently re-offended within two years of completion.
5. Percentage of Children who successfully completed the placement program at the Krier Center and subsequently re-offended within three years of completion.

7.02 Juvenile Probation shall report on a quarterly basis to TJJD as to the following output and outcome measures: 7.01B.1.,2.&3. and 7.01C.1.&2. These reports will be reviewed by TJJD in order to monitor Juvenile Probation for programmatic compliance with this Agreement. Juvenile Probation will not be required to submit reports for a quarter during which no Child from TJJD received services under this Agreement.

ARTICLE VIII COMPENSATION

- 8.01 For and in consideration of the above-mentioned services, TJJD agrees to pay Juvenile Probation the facility per diem rate for each Child as established by Juvenile Probation at the time of a Child's intake into the Krier Center. The per diem rate as currently established is set forth in **Addendum A**, attached hereto and incorporated herein.
- 8.02 Juvenile Probation may propose a change to the per diem rate(s) reflected in Addendum A and specify an effective date thereof. Juvenile Probation will notify TJJD in writing of such revisions and their effective date. TJJD will have at least thirty (30) days' notice of any proposed change in per diem rate. Subject to the 30-day notice period, acceptance of services by TJJD after the effective date will signify TJJD's acceptance of the per diem rate change. If TJJD declines to accept the per diem rate change made by Juvenile Probation, TJJD may terminate this Agreement subject to the conditions herein. In any event, a Child's per diem rate is established at the time of a Child's intake and will remain in effect until the Child is released from the Krier Center.
- 8.03 The parties agree that the portion of any day on which a Child arrives at the Krier Center shall be computed as a full day under this Agreement, and subject to the per diem rate. TJJD shall not be responsible for any per diem fees for the day of a Child's departure from the Krier Center.
- 8.04 TJJD will be responsible for all medical costs not included in the Krier Center program.
- 8.05 Juvenile Probation will submit an invoice for payment of services to the TJJD on a monthly

basis within 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 name, Child's TJJD number, the number of days Child was placed during the invoiced month, the per diem rate, and the total amount for each Child. Juvenile Probation will send invoices to:

Texas Juvenile Justice Department
Att.: Business Services
1402 N. Hackberry
San Antonio, TX 78208

- 8.06 Invoices submitted by Juvenile Probation shall be paid by TJJD within 30 days of receipt. The check will reference the Juvenile Probation's invoice number and will be made payable to "The Bexar County Juvenile Board". Payment will be sent to:

Bexar County Juvenile Probation Department
Reimbursement Office
301 E. Mitchell Street
San Antonio, TX 78210

- 8.07 TJJD will direct any inquiries regarding an invoice or other fiscal matter to Juvenile Probation's Fiscal Office at jvfiscalhelp@bexar.org. TJJD will not contact any other Juvenile Probation employees regarding fiscal matters, except the Chief Probation Officer.
- 8.08 The parties agree that this Agreement is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds. In the event this Agreement is terminated or cancelled due to the lack of available state funds, Juvenile Probation will release a Child to a person or agency specifically designated by an authorized agent of TJJD, and TJJD will pay the per diem rate set forth herein for each day a Child remains in a Juvenile Probation Facility.

ARTICLE IX
REPRESENTATIONS

- 9.01 Juvenile Probation hereby represents and states 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 Bexar, or any political subdivision thereof.
 - C. 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.

- D. That it acknowledges that state funds may be used to pay for services rendered to under this Agreement. For this reason, Juvenile Probation will account separately for the receipt and expenditure of all funds received from TJJD, and will adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.
- E. That it 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. Juvenile Probation 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. Juvenile Probation 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 Juvenile Probation enters into in which funds received under this Agreement form all or part of the consideration.
- F. That all of its employees, volunteers, and other individuals providing services to juveniles under the auspices of Juvenile Probation will report any incident or allegation of abuse, neglect, exploitation, death or other serious incident involving a Child in a Juvenile Probation Facility in accordance with Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358 or successor provisions, and PREA. Additionally, with respect to a Child from TJJD, all incidents and allegations, including sexual abuse, serious physical abuse, and death will also be faxed or emailed to the TJJD's Executive Director, or other authorized designee, within 24 hours of the initial report.
- G. That it prominently posts in all public and staff areas in all of 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.
- H. That it will permit TJJD 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 Juvenile Probation and the Krier Center residents when deemed necessary.
- I. That it will retain and make available to TJJD 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 shall make available TJJD's inspection, all contractual agreements with Juvenile Probation's subcontractors for services related to this Agreement.
- J. That it will cooperate with and testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter TJJD 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.

- K. That it will maintain strict confidentiality of all information and records relating to Children from TJJD 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.
 - L. That pursuant to Tex. Fam. Code § 231.006, Juvenile Probation certifies it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
 - M. 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, religion, disability, national origin, or other legally protected categories, classes, or characteristics.
 - N. That it does 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.
- 9.02 Juvenile Probation will adopt and 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, Juvenile Probation will:
- A. Permit TJJD to monitor its Facilities and records as necessary to ensure that Juvenile Probation is in compliance with said standards. Juvenile Probation will make available to TJJD a copy of its most recent PREA audit. Juvenile Probation will be responsible for the financial cost associated with any PREA audit.
 - B. 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 will provide all incident-based sexual abuse data and aggregated sexual abuse data for the previous calendar year to TJJD no later than May 31st of each year.
 - C. Ensure that all of its employees, volunteers, and other individuals working under the auspices of Juvenile Probation who provide goods or services directly to juveniles in a Facility undergo the requisite background checks, child abuse registry checks, and training certification explaining their responsibilities under Juvenile Probation’s sexual abuse and sexual harassment prevention, detection, and response policies and procedures.

**ARTICLE X
DEFAULT**

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

- A. Juvenile Probation defaults by failing to perform the services or any of the other material provisions called for by this Agreement, or by failing to achieve the defined goals and outcomes contained in Article VII herein, and after receiving notice of default by TJJD, does not cure such default within a period of 20 days.
- B. TJJD defaults by failing to pay for services in accordance with the provisions of Article VIII herein, and after receiving notice of default by Juvenile Probation, does not cure such default within a period of 20 days.

**ARTICLE XI
TERMINATION**

11.01 This Agreement may be terminated:

- A. In an event of default as defined in Article X hereinabove;
- B. By either party upon 30 days' written notice to the other party of the intention to terminate;
- C. Immediately by either party upon any violation of the terms of this Agreement or for any violation of any state or federal law or regulation relating to the subject matter of this Agreement. The terminating party shall provide the other party with written notice to terminate this Agreement and termination shall become effective ten (10) calendar days after notice; or funding
- D. Upon expenditure of available state funds as described in Section 8.08 hereinabove.

**ARTICLE XII
MISCELLANEOUS**

12.01 Juvenile Probation may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of the TJJD.

12.02 The parties expressly 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 liability that either party may have by operation of law.

12.04 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 Bexar County, Texas.

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

- 12.06 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 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.
- 12.07 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.
- 12.08 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof, and be duly executed by the parties hereof.
- 12.09 That the parties are associates with each other only for the purposes and to the extent set for in this Agreement. Each party is an independent entity and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal-agent, or to otherwise create any liability whatsoever with respect to the indebtedness, liabilities, and obligations of the Parties or any other party.
- 12.10 The parties shall use the dispute resolution process provided for in Chapter 2009 of the Texas Government Code, if applicable, or other applicable laws, rules, and/or procedures to attempt to resolve all disputes or contract claims arising under this contract.
- 12.11 Any failure of either Party, at any time, to enforce or require the strict keeping of any provision of this Contract will not constitute a waiver of such provision, and will not affect or impair same or the right of either Party at any time to avail itself of same.
- 12.12 Nothing in this Contract, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Contract.
- 12.13 The Parties are required to comply with the Public Information Act, Chapter 552 of the Texas Government Code. The Parties maintain information that may be considered confidential or exempt from disclosure. To the extent required by law, each Party is responsible for replying to all public information requests for information maintained by that Party. Each Party shall promptly notify the other Party of the receipt of a Public Information Act request relating to confidential or exempt records related to this Contract.

ARTICLE XIII

NOTICE

- 13.01 Any notice required or permitted under this Contract will be directed to the Parties at the addresses shown below and will be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; or (3) when received if sent by confirmed fax or confirmed email:

If to Bexar County Juvenile Board:

Bexar County Juvenile Board
ATTN: Chief Lynne Wilkerson
301 East Mitchell
San Antonio, Texas 78210
Telephone: (210) 335-1813
Email: lwilkerson@bexar.org

If to Texas Juvenile Justice Department

Texas Juvenile Justice Department
ATTN: Jennifer Jones
11209 Metric Blvd. Bldg. H., Suite A
Austin, Texas 78758
Telephone: (832) 386-5069
Email: jennifer.jones@tjjd.texas.gov

Copy to:

Office of General Counsel
Texas Juvenile Justice Department
11209 Metric Blvd., Bldg. H., Suite A
Austin, Texas 78758

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address and/or individual and the date upon which it will become effective.

ARTICLE XIV
EXECUTION

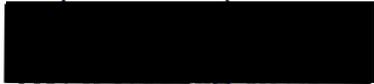
- 14.01 Each person signing this Agreement warrants that he or she has power and authority to bind the party for which he or she signs to all of the terms and conditions of this Agreement.

SIGNATURE PAGE FOLLOWS.

ON July 1 _____, 2020 FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

BEXAR COUNTY JUVENILE BOARD

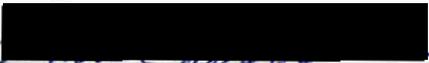
TEXAS JUVENILE JUSTICE DEPARTMENT



LISA K. JARRETT, CHAIR
Bexar County Juvenile Board



CAMILLE CAIN
Executive Director



LYNNE WILKERSON
Chief Juvenile Probation Officer
Bexar County Juvenile Probation Department

APPROVED AS TO LEGAL FORM:



JILL L. MATA
General Counsel
Bexar County Juvenile Probation Department

ADDENDUM A

CURRENT PER DIEM RATE

SECURE POST-ADJUDICATION CORRECTIONAL FACILITY SERVICES AT
THE CYNDI TAYLOR KRIER JUVENILE CORRECTIONAL TREATMENT CENTER

Per Diem Rate:	\$277.37
Effective Date:	September 1, 2018

ADDENDUM B

CURRENT PROGRAMMING FOR SPECIALIZED POPULATIONS AT THE KRIER CENTER

Effective Date: July 1, 2020

- A. Youth suffering from complex developmental trauma. The Krier Center utilizes the treatment modality Dialectical Behavior Therapy (DBT) to address the often complex trauma that accompanies youth involved in the juvenile justice system. According to traumacenter.org, “complex trauma” describes, “the experience of multiple and/or chronic and prolonged, developmentally adverse childhood events, most often of an interpersonal nature (e.g., sexual or physical abuse, war, community violence) and early-life onset. Through individual therapy utilizing DBT, residents learn the skills necessary to address emotion dysregulation, interpersonal difficulties, and how to tolerate distressing moments. In addition to these skills, DBT also provides instruction on Core Mindfulness and Middle Path (how to get along with adults) skills. In addition to these groups, residents may also receive groups on topics such as DBT Skills, Moral Reasoning development, and coping ahead for challenging situations. Residents with complex trauma are monitored closely for symptoms of Post-Traumatic Stress Disorder and referrals to psychiatry are made if needed. Frequently, residents with complex trauma engage in non-suicidal self-injury or para-suicidal behavior, DBT provides a direct method for addressing these challenging behaviors.
- B. Girls, including pregnant girls and victims of commercial sex trafficking. Female residents at the Krier Center receive specialized treatment to address complex trauma needs, to include the trauma that occurs with being a survivor of commercial sexual exploitation. Through individual therapy utilizing the Dialectical Behavior Therapy (DBT) modality residents learn the skills necessary to address emotion dysregulation, interpersonal difficulties, and how to tolerate distressing moments. In addition to these skills, DBT also provides instruction on Core Mindfulness and Middle Path (how to get along with adults) skills. Residents on the female residential unit participate in group therapy on topics such as DBT Skills, developing and maintaining healthy relationships, relational aggression, treatment motivation, and coping ahead for challenging situations. Female residents who are identified to have poly-substance abuse are able to have additional treatment support provided by a Licensed Chemical Dependency Counselor to supplement their individual therapy. In addition to these services, female residents who are pregnant receive services from a doula and have living quarters with a bathroom and sink.
- C. Youth identified with poly-substance abuse and co-existing mental health diagnosis. Residents at the Krier Center who have poly-substance use receive specialized treatment to address their complex treatment needs. Many youth with poly-substance use also have co-occurring mental health diagnosis making their treatment more complex. Through individual therapy utilizing the Substance Use adaptation of the Dialectical Behavior Therapy (DBT) modality residents learn the skills necessary to live a life in recovery to include substance refusal skills, emotion dysregulation, interpersonal difficulties, and how to tolerate distressing moments. In addition to these skills, DBT also provides instruction on Core Mindfulness and Middle Path (how to get along with adults) skills. Residents on the male substance abuse unit participate in group therapy on topics such as DBT Skills (Substance use adaptation), Mindfulness in Recovery (facilitated by a LCDC), the link between trauma and addiction, and coping ahead for challenging situations.

ADDENDUM C

CURRENT EDUCATIONAL SERVICES AT THE KRIER CENTER

Provided by East Central ISD

Effective Date: July 1, 2020

- A. Certified, teacher-led classrooms with highly qualified staff in four core content areas, English, Science, Math, and Social Studies
- B. Certified Physical Education teacher offering physical education, health, and wellness classes
- C. Certified Academic Interventionists providing:
 - 1. RTI classes in Reading and Math
 - 2. GED preparation classes
 - 3. Small group tutoring
 - 4. Credit recovery support for all classes
- D. Full-time Special Education Teacher/Facilitator to provide differentiated learning supports and small group or individual assistance as needed.
- E. Full-time computer lab management offering credit recovery, additional electives, and “challenge” courses online
- F. Full-time CTE Specialist, employed by Juvenile Probation, providing:
 - 1. Career and technical education services and programs to help residents at the Krier Center achieve meaningful employment skills and related academic goals
 - 2. Interviews and assessments of resident’s aptitudes, existing job skills, and employment, educational, technical, and career interests
 - 3. Job readiness classes or events for residents
 - 4. Instruction, encouragement, and guidance regarding resident’s work habits appropriate job behavior, job skill development, and handling potential employment barriers
 - 5. Facilitation of Food Handlers, TABC, and OSHA-10 courses
- G. Summer school credit recovery and intensive intervention courses
- H. Additional technology and CTE course offerings, including OSHA-30, Construction Management, and technology certification.
- I. Intramurals Program supported by a Full-time Recreational Coordinator employed by Juvenile Probation.

Agreed Operational Requirements BCJPD-TJJD

- A. Bexar County Juvenile Probation Department (BCJPD) is responsible for maintaining medical, educational and behavioral documentation (e.g., treatment plans, incident reports, grade reports, etc.) for all Texas Juvenile Justice Department (TJJD) youth assigned to a BCJPD facility and BCJPD will provide the TJJD designee with copies of these documents within five (5) business days of completion.
- B. The program will send written notification of the youth's admission to the family upon the youth's admission, with a copy going to the TJJD designee.
- C. TJJD will provide BCJPD with a completed risk and protective factor assessment (R-PACT) upon the youth's arrival. BCJPD will complete a preliminary treatment plan within thirty (30) days of the youth's arrival. The plan must identify the risk and protective factors to be targeted based on the R-PACT, as well as information gathered from interviews (conducted by the facility staff) with the youth and his/her family.
- D. The facility will develop an individualized Treatment Plan for each youth based on the clinical risk and protective factors of the youth. The plan will include an initial thirty (30) day treatment/program goals outline for services. The plan will be written in a manner the youth can understand and will include the following:
 - 1. Identify behavior risks to be targeted for clinical/behavioral interventions;
 - 2. Educational/Vocational needs and plan for intervention;
 - 3. Risk Factors and Protective Factors to be targeted in clinical services and programming;
 - 4. Identify any special needs of youth in order to provide appropriate services identified in the youth's initial plan (e.g., mental health, alcohol and other drugs, aggression replacement training, etc.); and
 - 5. Identify plans for family participation and transition planning.
- E. Youth will be assessed for clinical services needs and referred to appropriated licensed and/or qualified professionals. Services will be provided in accordance with youth's need and clinical recommendations. Documentation of sessions will remain in the youth's file at the program.
- F. Youth Treatment Plans must be reviewed and updated every thirty (30) days. This monthly plan provides a review of the youth's progress for the previous review period and must identify and address risks, protective factors and interventions. An updated treatment plan will be created to address risk and protective factors to be addressed in the upcoming thirty (30) days. Documentation of this review must be placed in the youth's program file within five (5) workdays after the review, with a copy going to the TJJD designee.
- G. The TJJD designee will participate in each TJJD youth's weekly multi-disciplinary treatment team meeting to discuss the youth's progress.
- H. BCJPD will provide a Treatment Plan Summary each month to the TJJD designee.
- I. TJJD will formally assess risk and protective factors and create a case plan. This is completed every ninety (90) days to evaluate the youth's progress in reducing risk and increasing protective factors. The updated case plan will address interventions necessary to meet the best interests of

youth, to identify aftercare needs, and to review the continued need for the placement based on treatment needs and assigned minimum length of stay. The TJJD designee will invite families to attend and participate in the 90 day review. TJJD designee will provide a copy of all case plans to the youth's BCJPD counselor within 5 days after completion.

- J. TJJD designee will begin aftercare planning within thirty (30) days of the youth's arrival, consulting with the assigned BCJPD counselor. The TJJD transition plan will include specific referrals and services identified for youth with input from the family. A final transition plan will be ready no less than forty-five (45) days prior to the youth's expected release from the Krier Center program. This plan must have been developed with the family and Krier Center counselor.
- K. A youth will be discharged from the Krier Center upon successful completion of the Krier Center program.
- L. Every effort will be made not to remove a child from the Krier Center to the BCJPD Detention Center without first notifying TJJD and providing a five day opportunity for TJJD to pick up the youth directly from the Krier Center.

M. HEALTH CARE

Krier Center will comply with the TJJD-approved system for providing health care (medical, dental, psychiatric, and pharmaceutical services) for TJJD youth in the program.

- 1. Krier Center will provide supervision for youth sent off-site to a hospital. Supervision to be provided at a ratio of at least 1 staff per youth for the duration of the hospital stay.
- 2. Krier Center will supervise and transport TJJD youth to and from health care appointments.
- 3. TJJD will reimburse Krier Center for youth health care expenses (except for over-the-counter items) not provided by Krier Center at its facility. Krier Center must obtain authorization from TJJD prior to the delivery of reimbursable services, except in cases of emergency.

N. MONITORING, EVALUATIONS, AUDITS AND RECORDS

- Krier Center will forward copies of all non-TJJD audits, monitoring, and investigation reports completed by any entity to the TJJD Director of Halfway Houses and Contract Facilities or his/her designee within five (5) work days of receipt.
- Krier Center will allow the TJJD access to TJJD youth and all records and/or information (excepting clinical notes) on TJJD youth at all times.
- Krier Center will allow TJJD to perform monitoring, performance evaluations, investigations, and audits.
- Krier Center will maintain and retain records for a minimum of seven (7) years after the termination of the contract period, or for seven (7) years after the end of the federal fiscal year in which services were provided, whichever is longer.

- If Krier Center wishes to submit problems for resolution, it will do so in writing, including all relevant information and a recommended resolution (Statement of Problem). The Statement of Problem will be submitted to the TJJJ Director of Halfway Houses and Contract Facilities or his/her designee unless the problem specifically involved this individual, in which case, it will be submitted to the Division Director over the Youth Services Contracts Department.

BEXAR COUNTY JUVENILE JUSTICE DEPARTMENT

[Redacted Signature]

12/3/2020

LYNNE WILKERSON

Date

Chief Juvenile Probation Officer

Bexar County Juvenile Probation Department

TEXAS JUVENILE JUSTICE DEPARTMENT

[Redacted Signature]

12/3/2020

TODD NOVAK

Date

Director of Reentry Services

Texas Juvenile Justice Department