



Texas Juvenile Probation Commission State Financial Assistance Contract Fiscal Year 2005

This is an agreement between the State of Texas, represented by and through the Texas Juvenile Probation Commission, hereinafter called the "Commission", and the juvenile board of «countyname» County, hereinafter called the "Grantee". In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission and the Grantee, for the consideration hereinafter detailed, make the following agreements.

- I. **PURPOSE AND SCOPE OF CONTRACT.** The purpose of this State Financial Assistance Contract, hereinafter referred to as, the "Contract" between the Commission and the Grantee is to delineate the duties and responsibilities of both the Commission and the Grantee regarding the distribution, receipt and expenditure of state financial assistance funding under the applicable individual grants referenced herein.

- II. **INCORPORATED DOCUMENTS.**
 - 2.1. **Incorporated Documents.** The following documents are an integral and necessary part of this Contract and are hereto attached and incorporated:
 - 2.1.1. **Exhibits.**
 - 2.1.1.1. Exhibit A. *Juvenile Board Resolution* [TJPC-FIS-36-05].

 - 2.2. **Documents Incorporated by Reference.** The following documents are incorporated by reference into this Contract and the provisions are binding on the Grantee.
 - 2.2.1. **Texas Juvenile Probation Commission Compliance Resource Manual (CRM).** The Texas Juvenile Probation Commission *Compliance Resource Manual*, hereinafter referred to as the "*Compliance Resource Manual*" is a multi-chapter, two-volume resource document available online at the Commission website that details the expected outcomes, mandatory requirements and interpretations of all agency grant requirements and agency administrative law found in Title 37 Texas Administrative Code, Chapters 341-351. Volume 1 of the Compliance Resource Manual sets forth the standards, interpretations and compliance verification procedures of the Commission's administrative law. Volume 2 sets forth the general requirements applicable to all Commission grants and the specific grant requirements applicable to each individual grant. The Compliance Resource Manual also contains objective criteria and standard procedures for verifying compliance, programmatic requirements, time frames for administrative law or grant non-compliances as well as overall performance measures for juvenile probation services and juvenile justice programs.

 - 2.2.2. **Compliance Improvement System.** The Compliance Improvement System (CIS) is a set of policies and procedures contained within the Compliance Resource Manual that outlines the continuum of appropriate and measured responses to non-compliances ranging from intense technical assistance and positive compliance incentives to negative sanctions as warranted. This system provides numerous incentives to help achieve greater compliance with required agency administrative law grant, programmatic and financial requirements and applicable performance measures. Further, the CIS establishes fair and objective criteria for the use of sanctions in appropriate cases.

 - 2.2.3. **Requests for Proposals.** All Commission Requests for Proposals (RFPs) that solicit applications in connection with any individual grant hereunder shall be incorporated by reference.

- 2.3. **Contract Structure.** This Contract has two distinct parts. The State Financial Assistance Contract sets forth the basic requirements, duties and responsibilities of the Commission and the Grantee. It is supplemented by the Compliance Resource Manual, described in Subsection 2.2.1, that has been incorporated by reference into this Contract. The Compliance Resource Manual, which includes the General Grant Requirements-All Grants, hereinafter referred to as “General Grant Requirements” as well as the provisions relating to the particular type of grant(s) received by Grantee under this Contract referred to as the “Individual Grant Requirements”. The document entitled the General Grant Requirements contains provisions that are applicable to every grant awarded or distributed under this Contract. Additionally, each individual grant, identified by name and by letter, outlines the provisions relating to requirements for the administration of the particular grant. The State Financial Assistance Contract and the Compliance Resource Manual, which includes the General Grant Requirements and the applicable individual grant provisions should, to the extent there is no conflict, be read and interpreted as a single document. The Grantee shall be bound by the duties, responsibilities and requirements of each part of this Contract. If any specific provision contained in the General Grant Requirements conflicts with any provisions in the individual grant, the specific individual grant provision controls.

III. **DEFINITIONS.** The following words and terms, when used in this Contract shall have the following meanings, unless the context clearly indicates otherwise.

- 3.1. **Chief Administrative Officer.** Regardless of the title, the person hired by a juvenile board who is responsible for oversight of the day-to-day operations of a juvenile probation department including the juvenile probation department of a multi-county judicial district.
- 3.2. **Fiscal Officer.** A county or district auditor or treasurer or their designee provided the designee is a qualified accountant or bookkeeper.
- 3.3. **Juvenile Justice Program.** A juvenile justice program, as defined in Texas Family Code Section 261.405, is a non-residential program operated for the benefit of juveniles referred to a juvenile probation department that is either directly administered by the juvenile probation department or is operated under contract with a juvenile board. A juvenile justice program does not include any program operated in a facility that is licensed or operated by a state agency other than a facility registered with the Texas Juvenile Probation Commission.
- 3.4. **Project Director.** The individual designated by the juvenile board, usually the Chief Administrative Officer, who is responsible for the administration and coordination of grant funds in accordance with the terms of this Contract, the Compliance Resource Manual and any general or specific requirements.

IV. **OBLIGATIONS AND RESPONSIBILITIES OF THE COMMISSION.**

- 4.1. **Payments to the Grantee.** In consideration for the mutual agreements contained in this Contract, the Commission shall pay the Grantee the following grant amounts:
- 4.1.1. **Monthly Payments.** Grant payments for the following grants shall be made during the term of this Contract in eleven (11) monthly installments. The first payment to the Grantee will be 16.7 percent of the total grant amount and each of the remaining 10 payments shall be 8.33 percent of the total.
- 4.1.1.1. State Aid (Grant “A”) in the amount of \$«StateAid».
- 4.1.1.2. Border Children’s Justice Project (Grant “B”) in the amount of \$«StateAid».
- 4.1.1.3. Delta Boot Camp Program (Grant “D”) in the amount of \$«StateAid».
- 4.1.1.4. Progressive Sanctions JPO (Grant “F”) in the amount of \$«StateAid» to fund <number of officers> at \$27,567.00 each and «jpo» at \$22,179.00 each.
- 4.1.1.5. Progressive Sanctions Level 1-2-3 Program (Grant “G”) in the amount of \$«StateAid».
- 4.1.1.6. Special Needs Diversionary Program (Grant “M”) in the amount of \$«StateAid» to fund «diversionary».

- 4.1.1.7. Progressive Sanctions ISJPO (Grant "O") in the amount of \$«StateAid» to fund <number of officers> at \$27,240.00 each and «progsanctjpo» at \$26,502.00 each.
- 4.1.1.8. In-Home Family Services Program (Grant "S") in the amount of \$«StateAid».
- 4.1.1.9. Substance Abuse Prevention/Intervention Project (Grant "T") in the amount of \$«StateAid».
- 4.1.1.10. Community Corrections (Grant "Y") in the amount of \$«StateAid».
- 4.1.1.11. Salary Adjustment (Grant "Z") in the amount of \$«StateAid».
- 4.1.2. **Bi-Annual Payments.** Grant payments for the following grant shall be made in two equal payments. One payment shall be received upon the execution of this Contract and the second in February.
- 4.1.2.1. JJAEP Discretionary (Grant "W") in the amount of \$«StateAid».
- 4.1.3. **Reimbursement Payments.** The Commission shall, to the extent funds are available, reimburse the Grantee for eligible claims presented for payment provided that the requirements for reimbursement have been met to the satisfaction of the Commission. All claims under this Contract can only be made for the period this Contract is in effect. Reimbursement programs include the following:
- 4.1.3.1. IV-E Federal Foster Care Program (Reimbursement) (Grant "E"). In accordance with the requirements found in OMB Circular A-87 and CFR 1356.60 as further detailed in the specific grant requirements, the Commission shall reimburse the Grantee the maximum federal dollar share for the following: foster care maintenance claims for eligible juvenile probation children, direct administrative claims, and enhanced administrative claims. The Commission shall reimburse the Grantee as requests for reimbursement are presented for payment provided there is sufficient Title IV-E grant award authority against which to process presented claims and providing said funds are being reimbursed to the Commission by TDFPS via the interagency agreement. To be eligible for reimbursement, all costs must be reasonable, allowable and properly allocated for support of the foster care program. A direct or enhanced administrative claim is not eligible for reimbursement if the basis of the claim has funding from any other federal source. All claims under this contract can only be made for the period this contract is in effect. The Commission shall reimburse the Grantee only for actual costs.
- 4.1.3.2. JJAEP Program (Reimbursement) (Grant "P") in the amount of «StateAid». The Grantees eligible for reimbursements under Grant "P" shall receive a share of the initial \$1,500,000 distribution based on each Grantee's share of the total juvenile population. Additional funds will be distributed at the rate of \$59 per eligible student attendance day for students that are required to be expelled pursuant to Chapter 37 of the Texas Education Code and meet the individual grant requirements. The Grantee will not be able to receive the second tier of funding until the initial amount allocated is earned at the rate of \$59 per eligible student attendance days. Payments to the Grantee by the Commission shall be limited to no more than 180 days of operation during the regular school year.
- 4.1.4. **Placement Services Fund.** The Commission shall, to the extent funds are available, pay the Grantee for eligible claims presented for payment provided that the requirements for payment have been met to the satisfaction of the Commission. All claims under this Contract can only be made for the period this Contract is in effect. Placement services fund grants include the following:
- 4.1.4.1. Level V Placement Fund (Grant "L").
- 4.1.4.2. Small County Diversionary Placement Fund (Grant "R").
- 4.1.4.3. Local Post-Adjudication Fund (Grant "V"). The Grantee shall be eligible for allowed reimbursements not to exceed \$«StateAid».

V. GENERAL DUTIES AND RESPONSIBILITIES OF GRANTEE.

- 5.1. **General.** The general duties, obligations and responsibilities of the Grantee are delineated and set forth in the provisions of the Compliance Resource Manual, which includes the General Grant Requirements and the individual grant provisions governing any grant awarded or distributed under this Contract.
- 5.2. **Compliance Resource Manual.** The Grantee shall be bound by the policies, procedures, requirements and interpretations of administrative law set forth in this Contract and the Compliance Resource Manual, which includes the General Grant Requirements and the individual grant requirements. The Grantee shall be bound by any supplements to the Compliance Resource Manual as published or posted on the Commission's website during the term of this Contract.
- 5.2.1. **Compliance Improvement System.** The Compliance Improvement System, also contained in the Compliance Resource Manual, is a continuum of measured corrective and remedial actions in response to non-compliance with administrative law promulgated by the Commission and shall be binding on the Grantee.
- 5.3. **Compliance Systems.** The Grantee shall implement and use the required compliance systems as well as adhere to the policies, procedures and requirements relating the following formalized or automated systems designed to track and enforce administrative law:
- 5.3.1. **Compliance Monitoring, Enforcement and Tracking System.** The Compliance Monitoring, Enforcement and Tracking System (COMETS) is an automated internal system developed by the Commission that consists of an extensive database to track, among other things, non-compliances, monitoring reports, citations, corrective actions and sanctions imposed by the Commission. Grantee shall use the COMET system to respond to any citation of non-compliance.
- 5.4. **Notice of Suit.** The Grantee shall notify the Commission within five (5) calendar days if either the Grantee or the Grantee's county (or counties for judicial districts) is named as party in a civil law suit, where the law suit relates to the operation of a juvenile probation department, juvenile justice program as defined in 261.405(a)(2) of the Texas Family Code, secure juvenile pre-adjudication detention facility, short-term detention facility (holdover), post-adjudication correctional facility or other facility operated by or under the authority of the Grantee.
- 5.5. **Privatization of Juvenile Probation Services, Juvenile Justice Programs and Facilities.** If the Grantee chooses to enter into any subcontract with any public or private person or entity for the provision of administration or programmatic services in juvenile justice programs and facilities, the Grantee shall ensure that the qualifications of the subcontractor are adequate to ensure the subcontractor shall perform and meet the terms of this Contract and the provisions contained herein in their entirety. All subcontracts entered into by the Grantee shall be in writing and shall be subject to all applicable requirements contained in this Contract with the Commission and any requirements in Texas law applicable to said contracts. The Grantee shall be solely responsible to the Commission for the performance of any subcontractor under this Contract.

VI. ACCOUNTING, REPORTING, AUDITING REQUIREMENTS AND FINANCIAL ASSURANCES FOR GRANT FUNDS.

- 6.1. The Grantee shall follow the accounting, reporting, auditing and financial assurance requirements contained in the provisions of the Compliance Resource Manual, which includes the General Grant Requirements and the individual grant provisions of this Contract for which the Grantee receives funding from the Commission.
- 6.2. The Grantee understands that acceptance of funds under the 2005 State Financial Assistance Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency and the Commission or its designee to conduct an audit or investigation in connection with any funds distributed under this contract. Grantee shall cooperate fully with the State Auditor's Office or its successor and the Commission or its designee in the conduct of the audit or investigation, including providing all records requested. The Grantee shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Grantee and the requirement to cooperate is included in any subcontract it awards.

VII. **GENERAL PROVISIONS, SANCTIONS AND PENALTIES.**

- 7.1. **Term.** This Contract shall be in force from September 1, 2004 through August 31, 2005.
- 7.2. **Funding Availability.** This Contract is at all times subject to state appropriations. The Commission makes no express or implied representation or guarantee of continued or future funding under this Contract. If for any reason the State of Texas or the federal government terminates its appropriation through the Commission or fails to pay the full amount of the allocation for the operation of any grant or reimbursement program hereunder or the funds are otherwise unavailable, this Contract may be terminated or reduced immediately and without penalty. Upon termination or reduction of the Contract, any funds already paid to the Grantee with an unexpended balance shall be returned to the Commission. In any event, no liability shall be incurred by the Commission or by the State of Texas beyond monies available for the purposes of this Contract.
- 7.3. **Entire Agreement.** This Contract and the Compliance Resource Manual, which includes the General Grant Requirements and the individual grant provisions incorporated herein by reference, and any other incorporated documents constitute the complete and final agreement between the Commission and the Grantee. Any other oral or written agreements between the parties concerning the subject matter of this agreement have no force or effect after the effective date of this Contract.
- 7.4. **Notice.** Except as expressly provided herein, any notice required or permitted to be given under this Contract must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

GRANTEE

«name»

Chief Juvenile Probation Officer

«department» Juvenile Probation Department

«address»

«citystatezip»

TEXAS JUVENILE PROBATION COMMISSION

Mailing Address:

P.O. Box 13547

Austin, Texas 78711

Attention: Martin Powel, Director Fiscal Services

Physical Address:

4900 N. Lamar

Austin, Texas 78751

The notice shall be effective on the date of delivery.

7.5. **Sanctions and Penalties.**

- 7.5.1. **Withholding of Payments.** Notwithstanding anything to the contrary herein, the Grantee acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of noncompliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.
- 7.5.2. **Withholding of Future Payments.** If the Grantee fails to reimburse the Commission for discovered unallowable expenditures, the Commission may withhold future payments under any grant received pursuant to this Contract until the unallowable costs have been completely reimbursed.
- 7.5.2.1. **Notice and Hearing.** The Commission shall provide reasonable notice and conduct a hearing before the Commission Board prior to permanently suspending payment due

under this Contract. The administrative determination rendered by the Commission Board is final.

- 7.5.3. **Ineligibility For Future Grants.** The Grantee may become ineligible for future grants of any kind from the Commission under the following circumstances:
- 7.5.3.1. The Grantee, its staff, employees, designees or contractors are found by the Commission to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly gave false statements to any Commission employee or designee related to the expenditure of grant funds.
 - 7.5.3.2. The Grantee, its staff, employees, designees or contractors are found by the Commission to have intentionally or knowingly violated any provision of this Contract.
- 7.5.4. **Debarment, Suspension or Ineligibility.** The Grantee shall certify that it is not otherwise presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal or state department or agency from participation in the State Financial Assistance Contract or any individual grant authorized hereunder.
- 7.6. **Termination.** The Commission shall have the option to terminate this Contract, or any portion thereof, as a result of the Grantee's failure to comply with or abide by any covenant, assurance, term(s) or condition(s) of this Contract, including the grant requirements found in the Compliance Resource Manual or other documents incorporated by reference. In addition, the Commission shall have the option to request reimbursement of any funds already received by the Grantee or withhold any future funds in connection with this Contract or any portion thereof, if the Grantee fails to comply or abide by any covenant, assurance, pertinent attachment(s), term(s) or conditions of this Contract including the grant requirements found in the Compliance Resource Manual.
- 7.6.1. **Termination For Cause.** In addition to other provisions herein allowing termination, this Contract may be terminated under the following circumstances:
- 7.6.1.1. By either party if the other party fails to perform or comply with any covenant, term or condition of this Contract;
 - 7.6.1.2. By the Commission, if the Grantee knowingly and intentionally submits falsified or fraudulent documents or reports or makes false representations, certifications or assurances relating to this Contract or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or
 - 7.6.1.3. This Contract may be terminated immediately by the Commission, when the life, health, welfare or safety of individuals served is endangered or could be endangered either directly or through the Grantee's willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes but is not limited to a finding or pattern of findings by the Commission of "Reason to Believe" in an abuse, neglect or exploitation investigation occurring in a juvenile justice facility or juvenile justice program as defined in Texas Family Code Section 261.405(a).
- 7.6.2. **Termination Without Cause.** This Contract may be terminated by either party upon sixty (60) calendar days notice to the other party of its intent to terminate this Contract.
- 7.6.3. **Termination By Mutual Agreement.** The Commission and the Grantee may mutually agree to termination of this Contract at any time.
- 7.7. **Hold Harmless.**
- 7.7.1. **Grant Programs.** The Grantee shall be solely responsible for the safety and welfare of the juveniles participating in any program funded through the grants received by the Grantee under this Contract. The Grantee shall hold harmless the State of Texas, the Commission, its board members, employees and designees from any liability that results from the operation of any program funded in whole or in part with funds received under this Contract.

- 7.8. **Governing Law.** This Contract is being executed and delivered in the State of Texas. This Contract is intended to be performed in the State of Texas and the laws of Texas shall govern the validity, construction, enforcement and interpretation of this Contract. Proper venue for any litigation arising from this Contract shall be in Travis County, Texas.
- 7.9. **Authority to Bind the Commission.** This Contract is not binding upon the Commission unless and until it has been executed by Vicki Spriggs, the Commission's Executive Director, or her authorized designee.
- 7.10. **Grantee's Authority.** The person or persons signing and executing this Contract on behalf of the Grantee, or representing themselves as signing and executing the Contract on behalf of the Grantee, guarantee that they have been fully authorized by the Grantee to execute the Contract on behalf of the Grantee and to validly and legally bind the Grantee to all the terms and provisions contained in this Contract. Evidence of this authority to contract is attached to this Contract as the *Juvenile Board Resolution* [TJPC-FIS-36-05] Exhibit "A" that shall be adopted in compliance with the Texas Open Meetings Act as codified in Texas Government Code Chapter 551.
- 7.11. **Assignability.** No assignment of this Contract or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.
- 7.12. **Amendments.** Any amendment to this Contract must be in writing and signed by the Commission and the Grantee to be valid and effective.
- 7.13. **Extension.** This Contract may be extended by the Commission by written amendment executed by both parties for identical or similar award amounts for the period of September 1, 2004 through August 31, 2005. If this Contract is extended in that manner, all requirements of this Contract remain in effect unless otherwise noted in the amendment.

For the faithful performance of the terms of this Contract, the parties hereto in their capacities as stated, execute this Contract, affix their signatures and bind themselves.

THE STATE OF TEXAS, Acting By and Through The Texas Juvenile Probation Commission

By: _____ Typed Name: Annie Collier
Title: Contract Administrator Date: _____

GRANTEE, The Juvenile Board of «department»

By: _____ Typed Name: _____
(Juvenile Board Chairperson)
Title: _____ Date: _____

By: _____ Typed Name: _____
(Chief Administrative Officer)
Title: _____ Date: _____

By: _____ Typed Name: _____
(Fiscal Officer)
Title: _____ Date: _____

EXHIBIT "A"
JUVENILE BOARD RESOLUTION

STATE OF TEXAS

Know All Men By These Present

COUNTY OF «COUNTYNAME»

On this the _____ day of _____, 20____, a duly called and lawfully convened meeting of the Juvenile Board of _____ County, Texas was held in the City of _____, pursuant to the Texas Open Meetings Act. A quorum of the Members was present, to wit:

[Insert Names of Juvenile Board Members Present]

where, among other matters, came up for consideration and adoption the following Resolution:

Whereas, the Texas Juvenile Probation Commission has made available and offered state financial assistance monies to assist local juvenile boards in the provision of juvenile probation services or the operation of a secure pre-adjudication detention facility, a short-term detention facility (holdover), a secure post-adjudication correctional facility, a non-secure residential treatment facility or a juvenile justice alternative education program or a juvenile justice program as defined in Texas Family Code Section 261.405; and

Whereas, the Juvenile Board of _____ County/Judicial District voluntarily wishes to participate in the aforementioned state financial assistance grants and agrees to the binding terms in this Contract, which has been incorporated into this Contract by reference; and

Whereas, the Juvenile Board believes that execution of the Fiscal Year 2005 State Financial Assistance Contract will further the interests of juvenile justice in this county and are in support of this resolution; and

Whereas, the Texas Juvenile Probation Commission has made available and offered state financial aid monies to assist local juvenile boards in the implementation of the Progressive Sanctions Model; and

Therefore, Be It Resolved that the Juvenile Board of _____ County/Judicial District, Texas does hereby formally authorize and approve execution of the State Financial Assistance Contract for Fiscal Year 2005 with the Texas Juvenile Probation Commission.

Further Be It Resolved that the current Juvenile Board Chairman, _____ be, and is hereby, authorized to sign this Resolution as the act and deed of the Juvenile Board of _____ County/Judicial District.

The foregoing Resolution was lawfully moved by _____, duly seconded by _____, and duly adopted by the Juvenile Board on a vote of _____ members for the motion and _____ opposed.

Printed Name of Juvenile Board Chair

Signature of Juvenile Board Chair

Date Signed