

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**THE BAIR FOUNDATION OF TEXAS
CONTRACT FOR RESIDENTIAL SERVICES**

In accordance with the provisions set forth herein, the County of El Paso on behalf of the Juvenile Probation Department, hereinafter called “JPD” and The Bair Foundation of Texas, a Texas non-profit corporation, d/b/a The Bair Foundation of Texas, hereinafter called “Service Agency”, agree as follows:

I. PROVISION OF SERVICES

The Service Agency shall provide the following professional services, for children placed for services by the El Paso County Juvenile Probation Department:

- A. The Service Agency will assist El Paso County with the transportation of the juveniles to the facility from El Paso County and to El Paso County from the facility.
- B. The Service Agency shall provide necessary residential services including, but not limited to, food, shelter, clothing and supervision.
- C. The Service Agency shall provide necessary counseling services including, but not limited to, individual, group and family/parental involvement.
- D. The Service Agency shall provide within the limits of state and federal law, access to a free appropriate public education and related services through the local public school district.
- E. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by the Service Agency.
- F. Each client placed with the Service Agency shall have a written Child/Family Service Plan (CFSP), developed in concert with the client and mutually agreed upon by the appropriate Service Agency Staff and Supervising Juvenile Probation Officer, parent and juvenile prior to placement, identifying how the nine (9) domains pertains to the child.
- G. The CFSP shall be reviewed jointly by the appropriate Service Agency staff, the child and the Supervising Juvenile Probation Officer at reasonable intervals, not to exceed one hundred eighty (180) days, to assess the client’s progress with modification of the CFSP being made when indicated.
 - 1. Service Agency shall assist in the completion of the Review of Child/Family Service Plan (CFSP) attached hereto as **Exhibit A**, every one hundred eighty days (180) days.

2. The child's progress shall be assessed on each identified goal(s) pertaining to the child within the nine (9) domains listed in the CFSP
 3. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis (**Exhibit B**). **Failure to comply with this provision will result in withholding of payment.**
- H. The CFSP shall contain the reasons why the placement will benefit the client and specify behavior goals and objectives as they pertain to the nine (9) domains being sought for each client. Included shall be how the goals and objectives are to be achieved in the Service Agency placement.
- I. Copies of the original CFSP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- J. The Service Agency shall ensure that, before a child is permitted to participate in a furlough, home visit, or extended agency trip, a court order has been obtained from the 65th Judicial District Court approving the child's absence for the appropriate length of time.
- K. The Service Agency shall ensure that unless otherwise stipulated by the 65th Judicial District Court, the child may visit freely with parent(s) and relatives at the home in accordance with established Service Agency policies.
- L. The Service Agency shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the Program Specialist, and the Texas Department of Protective and Regulatory Services Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090.
- The Service Agency shall also ensure that all of their paid, volunteer and intern staff are trained to properly identify child physical, emotional, sexual abuse and neglect and to follow the appropriate reporting procedures to the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090.
- M. If a child in placement at a Service Agency makes an unauthorized departure, becomes seriously ill, is involved in an accident of a serious nature, the Service Agency shall notify the child's Probation Officer and the Program Specialist immediately and ensure that the parents and proper authorities are notified, including the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090.
- N. The County reserves the right to terminate the child's placement at the Service Agency at any time at its discretion. The Service Agency must not release a child to any person or agency other than the El Paso County Juvenile Probation Department designated Transportation Officer without the express written consent of the County.

- O. Upon successful completion of the program, a Discharge Plan to include but not limited to school records, school withdrawal form and Community Improvement Program hours form, needs to be provided to the supervising probation officer at least fourteen (14) calendar days prior to the date of successful discharge. Should a juvenile be negatively discharged, a Discharge Plan to include but not limited to school records, school withdrawal form and Community Improvement Program hours form, must accompany the juvenile at the time of transport to the El Paso County Juvenile Detention Center. Failure to comply with this provision will result in withholding of payment.
- P. If the juvenile is currently prescribed medication and is discharged from the facility, the Service Agency will send enough of the medication to cover thirty (30) days or will send a new prescription with the juvenile. Failure to comply with this provision will result in withholding of payment.
- Q. Eligibility to Receive Payment on State Contracts.
- Under Texas Family Code § 231.006, the Service Agency certifies that the individual or business entity named in this agreement 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 certificate is inaccurate.
- R. The Service Agency shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph II.B. of this agreement. Service Agency shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Service Agency 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 Agency 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 Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Agency and the requirement to cooperate is included in any subcontract it awards.
1. Periodic Financial Reporting:
Service Agency shall provide semiannual, as well as, annual financial statements to include, but are not limited to, the following:
 - a. Trial Balance, Balance Sheet, Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by Services Agency; or
 - b. Independent Audit or Review (prepared in accordance with GAAP) based on Service Agency's fiscal year. Service Agency shall provide the County certified copies of the most recent documents of any, or all listed above, within ninety (90) days from the Service Agency's financial year-end.

- S. Service Agency certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.
- T. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, the County will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- U. The Service Agency is under no obligation to retain space for the client in an unauthorized departure situation. However, in no event shall the County pay for the days when clients were absent without authorization, but no space in the program was retained for such absent client(s) by the Service Agency. The County must be informed in writing if and for how long the Service Agency intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Agency intends to retain the space.
- V. Service Agency shall complete and submit Medicaid Application upon **initial date of placement**. Service Agency is responsible for filing Medicaid paperwork within the mandatory/specified time frames. **The El Paso County Juvenile Probation Department will not subsidize Medicaid payments.**
- W. Prior written authorization by the El Paso County Chief Juvenile Probation Officer, or his designee shall be obtained for any and all dental and medical services provided by the Service Agency. Exception to prior approval is hereby granted if it is medically determined that dental and/or medical services are required due to an emergency involving an immediate danger to the health and safety of the client. Dental and medical services shall be reimbursed by Texas Medicaid for eligible children in eligible settings. Should medical service not meet Medicaid eligibility the County of El Paso upon submission of an invoice for pre-authorized or emergency services, will reimburse the service provider.
- X. Service Agency 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 with those funds. Service Agency 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 Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Service Agency and the requirement to cooperate is included in any subcontract it awards.
- Y. 1. Service Agency shall submit claims on invoices bearing agency's letterhead no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Service Agency's invoice must indicate an accurate mailing address, telephone number where Service Agency can be reached during normal business hours, an invoice number, contract number **KK-11-494** juvenile's name, type of service and related cost. Copy of the monthly

progress report must be included with invoice as supporting documentation for payment. If the copy of the monthly progress report is not submitted with the invoice, payment will be delayed until documentation is provided to JPD. Invoices not timely submitted shall not be paid.

2. Service Agency shall establish procedures to seek and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources (such as Medicaid, CHIP, CHAMPUS or other public or private insurance), as applicable for eligible children in eligible settings. A covered service is a service for which reimbursement from either a public or private insurance plan is available. JPD shall be the payer of last resort. The Service Agency shall not bill JPD for any services rendered for which payment was reviewed from any and all state/federal or other sources, as applicable. The Service Agency is required to accept the amount paid by any and all state/federal or other sources, as applicable, as payment in full.

Invoice for services timely billed to, but denied by, other funding sources may be submitted to the County in accordance with the requirements of this contract except that such invoices shall be submitted within ninety (90) days from the date of service along with documentation of submission to and denial by the other funding source. In the event the Service Agency is later paid for the rendered services by any other funding source, the Service Agency shall reimburse all amounts to JPD for the rendered service within thirty (30) days of receiving such payment. The Service Agency shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid. A list of insurance companies accepted by the Service Agency should be submitted to JPD. Any changes to the list of insurance providers shall be submitted to JPD before any changes take effect.

3. This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Service Agency shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to JPD.

II. PAYMENT FOR SERVICES

- A. For and in consideration of the above-mentioned services, the County agrees to pay the Service Agency from current revenues available in the following amounts:

<u>Service Level</u>	<u>Type of Facility</u>	<u>Daily Rates</u>
1. Basic Service Level	Child Placing Agency	\$ 39.52
	Facility	\$ 42.18
2. Moderate Service Level	Child Placing Agency	\$ 71.91
	Facility	\$ 96.17

3. Specialized Service Level	Child Placing Agency	\$ 95.79
	Facility	\$ 138.25
4. Intense Service Level	Child Placing Agency	\$ 175.66
	Facility	\$ 242.85
5. Emergency Shelter		\$ 115.44

For juveniles placed in the facility under the Title IV-E program, the County agrees to pay the facility based on the Texas Department of Family and Protective Services levels of care as currently effective or subsequently amended.

B. PAYMENT PROCESS

JPD receives an invoice from the Service Agency pursuant to Paragraph I.Y.1. The Juvenile Probation Department will verify the services performed by the Service Agency through JPD's purchase of service request. JPD will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check for the service provider. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Service Agency shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to paragraph I.R. of this agreement. The El Paso County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Service Agency. The County of El Paso shall make payments within thirty (30) days of receipt to County entity.

III. 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 agreement and to review County client records. The examination and evaluation of the program will include unscheduled site visitations and observations of programs in operation.
- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, the State of Texas or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records.
- D. **Record Retention:**
Service Agency shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Service

Agency must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.

- E. **Sanctions:** JPD shall conduct monitoring and evaluation of the performances of the Service Agency or any subcontractor rendered pursuant to the agreement every six (6) months through use of the Private Service Provider Contractual Monitors and Evaluation Report (**Exhibit C**). JPD will notify the Service Agency in writing of any deficiencies noted during such monitoring and may initiate the withholding suspension or reduction of payments as appropriate, based upon such monitoring,
1. As determined in the reasonable judgment of JPD, failure of the Service Agency to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Service Agency to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this agreement and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments made pursuant to paragraph II B. Service Agency may be ineligible to receive future contracts.
 2. Service Agency warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Service Agency. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to JPD within thirty (30) days of execution of this agreement.
 3. Service Agency shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months as well as during the term of this agreement along with any results and/or findings related to the Service Agency conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Probation Commission, Texas Department of Family and Protective Services, FBI, etc.
 4. **Service Agency shall notify the El Paso County Juvenile Probation Department within 24 hours of any incidents to include, but not limited to the following:**
 - a. A child dies while in your care. (Death or attempted suicide of a child)
 - b. A critical injury or illness that warrants treatment by a medical professional or hospitalization, including dislocated, fractured, or broken bones, concussions, lacerations, requiring stitches, second and third degree burns, and damage to internal organs.
 - c. Allegations of abuse, neglect, or exploitation of a child; or any incident where there are indications that a child in care may have been abused, neglected, or exploited.
 - d. Physical abuse committed by or against a child.
 - e. Sexual abuse committed by or against a child.

- f. A child is indicted, charged, or arrested for a crime.
- g. Absent without Leave (AWOL and/or Escape)
- h. Riots, rebellion, taking of hostages.

Service Agency shall place a phone call and/or e-mail to the assigned El Paso County JPD probation officer or case manager within **24** hours of the incident. In the event neither probation officer nor case manager is available, service agency shall contact El Paso County JPD at (915) 849-2500.

Service Agency shall forward any and all investigating reports and findings regarding any investigation conducted to the assigned probation officer or case manager.

IV. FEE ASSESSMENT

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

V. EQUAL OPPORTUNITY

- A. Service Agency certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the American with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.
- B. Service Agency agrees that it will not engage in any religious indoctrination or require any of the children placed with the agency under this contract to participate in any religious activity. Service Agency further agrees that it will not impose any sanctions or deny any benefits to any children placed with the agency under this contract solely on account of the child's religious beliefs or because the child does not participate in religious activities. Service Agency further agrees that it will not engage in any activity with respect to the children placed with the agency under this contract that would constitute an establishment of religion or in any manner violate the rights of the children to religious freedom under the First Amendment of the United States Constitution.

VI. TERM AND TERMINATION

- A. Regardless of date of execution this agreement shall be effective **November 1, 2011** and shall continue until **October 31, 2012**.
- B. JPD and Service Agency may mutually agree to terminate this Agreement at any time by giving 30 day written notice to terminate. Service Agency may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement without notice immediately in the event the Service Agency fails to comply with any provision of this agreement. Service Agency shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

Notice Shall Be Mailed To JPD: Roger Martinez., Chief
Juvenile Probation Officer
Juvenile Probation Department
6400 Delta Drive
El Paso, TX 79905-5408

To Service Agency: Ms. Susan J. Miklos
Executive Director
Bair Foundation
241 High Street
New Wilmington, PA 16142

VII. LAW AND VENUE

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

VIII. INDEMNITY, INSURANCE AND CERTIFICATION

- A. Service Agency shall indemnify and hold harmless, the County, its agents, Officer, employees and public officials, from any and all injury and damage to persons or property caused by the negligent or intentional acts or omissions of agency, its agents, employees, patients, clients and invitees, including the negligent supervision of any person residing at or participating at its facility or in any of its programs.
- B. Service Agency shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$ 300,000.00 for personal injury and \$ 100,000.00 for property damage. Such policies shall be with an insurance company licensed to do business or admitted on a surplus lines basis in Texas and shall be satisfactory to the County. **All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile**

Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.

- C. Service Agency shall maintain at its own expense, malpractice insurance with a policy limit of not less than \$ 300,000.00. Such policy shall be with an insurance company licensed to do business or admitted on a surplus lines basis in Texas and shall be satisfactory to the County. **All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.**

- D. Service Agency warrants that it and its individual providers are certified, approved or licensed by all Federal, State or local agencies or departments which have jurisdiction to regulate any activity performed in or by a child residential treatment facility. Proof of such certification, approval or license shall be provided to the El Paso County Juvenile Probation Department within ten (10) days of execution of this agreement.

IX. MISCELLANEOUS

- A. **Independent Contractor**. Nothing in this agreement shall be construed as creating the relationship of employer and employee between the County and the Service Agency. The Service Agency shall be deemed at all times to be an independent contractor.

- B. **Assignment**. The Service Agency shall not sell, assign, convey or otherwise transfer any rights or obligations under this agreement without prior written consent of the County.

- C. **Complete Agreement**. This written agreement expresses the entire agreement between the parties and shall not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2011.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Veronica Escobar

Date

APPROVED AS TO FORM:

THE BAIR FOUNDATION

Assistant County Attorney

Susan J. Miklos
Executive Director

Date
(Signer must have legal authority to bind Corporation)

APPROVED AS TO CONTENT:

Roger Martinez
Chief Juvenile Probation Officer

Date

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**PEGASUS SCHOOL, INC.
CONTRACT FOR RESIDENTIAL SERVICES**

In accordance with the provisions set forth herein, the County of El Paso on behalf of the Juvenile Probation Department and Camp Comanche of Pegasus Schools Inc., a Texas non-profit corporation, d/b/a Pegasus Schools Inc., hereinafter called Service Agency, agree as follows:

I. PROVISION OF SERVICES

The Service Agency shall provide the following professional services, for children placed for services by the El Paso County Juvenile Probation Department:

- A. The Service Agency will assist El Paso County with the transportation of the juveniles to the facility from El Paso County and to El Paso County from the facility.
- B. The Service Agency shall provide necessary residential services including, but not limited to, food, shelter, clothing and supervision.
- C. The Service Agency shall provide necessary counseling services including, but not limited to, individual, group and family/parental involvement.
- D. The Service Agency shall provide within the limits of state and federal law, access to a free appropriate public education and related services through the local public school district.
- E. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by the Service Agency.
- F. Each Client placed with the Service Agency shall have a written Child/Family Service Plan (CFSP), developed in concert with the client and mutually agreed upon by the appropriate Service Agency Staff and Supervising Juvenile Probation Officer, parent and juvenile prior to placement, identifying how the nine (9) domains pertains to the child.
- G. The CFSP shall be reviewed jointly by the appropriate Service Agency staff, the child and the Supervising Juvenile Probation Officer at reasonable intervals, not to exceed one hundred eighty (180) days, to assess the client's progress with modification of the CFSP being made when indicated.
 - 1. Service Agency shall assist in the completion of the Review of Child/Family Service Plan (**Exhibit A**) every one hundred eighty (180) days.

2. The child's progress shall be assessed on each identified goal(s) pertaining to the child within the nine (9) domains listed in **(Exhibit A)**.
 3. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis **(Exhibit B)**. **Failure to comply with this provision will result in withholding of payment.**
- H. The CFSP shall contain the reasons why the placement will benefit the client and specify behavior goals and objectives as they pertain to the nine (9) domains being sought for each client. Included shall be how the goals and objectives are to be achieved in the Service Agency placement.
- I. Copies of the original CFSP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- J. The Service Agency shall ensure that, before a child is permitted to participate in a furlough, home visit, or extended agency trip, a court order has been obtained from the 65th Judicial District Court approving the child's absence for the appropriate length of time.
- K. The Service Agency shall ensure that unless otherwise stipulated by the County, the child may visit freely with parent(s) and relatives at the home in accordance with established Service Agency policies.
- L. The Service Agency shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the Program Specialist, and the Texas Department of Protective and Regulatory Services Abuse and Neglect Hotline 1-800-252-5400 or fax the information to 1-800-832-2090.
- The Service Agency shall also ensure that all of their paid, volunteer and intern staff are trained to properly identify child physical, emotional, sexual abuse and neglect and to follow the appropriate reporting procedures to the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline 1-800-252-5400 or fax the information to 1-800-832-2090.
- M. If a child in placement at a Service Agency makes an unauthorized departure, becomes seriously ill, is involved in an accident of a serious nature, the Service Agency shall notify the child's Probation Officer and the Program Specialist immediately and ensure that the parents and proper authorities are notified, including the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090.
- N. The County reserves the right to terminate the child's placement at the Service Agency at any time at its discretion. The Service Agency must not release a child to any person or agency other than the El Paso County Juvenile Probation Department designated Transportation Officer without the express written consent of the County.
- O. Upon successful completion of the program, a Discharge Plan to include, but not limited to, school records, school withdrawal form and Community Improvement

Program hours form, needs to be provided to the supervising probation officer at least fourteen (14) calendar days prior to the date of successful discharge. Should a juvenile be negatively discharged, a Discharge Plan to include, but not limited to, school records, school withdrawal form and Community Improvement Program hours form, must accompany the juvenile at the time of transport to the El Paso County Juvenile Detention Center. Failure to comply with this provision will result in withholding of payment.

P. If the juvenile is currently prescribed medication and is discharged from the facility, the Service Agency will send enough of the medication to cover thirty (30) days or will send a new prescription with the juvenile. Failure to comply with this provision will result in withholding of payment.

Q. Eligibility to Receive Payment on State Contracts.

Under Texas Family Code § 231.006, the Service Agency certifies that the individual or business entity named in this agreement 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 certificate is inaccurate.

R. The Service Agency shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph II.B. of this agreement. Service Agency shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Service Agency 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 Agency 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 Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Agency and the requirement to cooperate is included in any subcontract it awards.

1. Periodic Financial Reporting:

Service Agency shall provide semiannual, as well as, annual financial statements to include, but are not limited to, the following:

a. Trial Balance, Balance Sheet, Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by Services Agency; or

b. Independent Audit or Review (prepared in accordance with GAAP) based on Service Agency's fiscal year. Service Agency shall provide the County certified copies of the most recent documents of any, or all listed above, within ninety (90) days from the Service Agency's financial year-end.

- S. Service Agency certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.
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- V. Service Agency shall complete and submit Medicaid Application upon **initial date of placement**. Service Agency is responsible for filing Medicaid paperwork within the mandatory/specified time frames. **The El Paso County Juvenile Probation Department will not subsidize Medicaid payments.**
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Invoice for services timely billed to but denied by other funding sources may be submitted to the County in accordance with the requirements of this agreement except that such invoices shall be submitted within ninety (90) days from the date of service along with documentation of submission to and denial by the other funding source. In the event the Service Agency is later paid for the rendered services by any other funding source, the Service Agency shall reimburse all amounts to JPD for the rendered service within thirty (30) days of receiving such payment. The Service Agency shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid. A list of insurance companies accepted by the Service Agency should be submitted to JPD. Any changes to the list of insurance providers shall be submitted to JPD before any changes take effect.

3. This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Service Agency shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to JPD.

II. PAYMENT FOR SERVICES

- A. For and in consideration of the above-mentioned services, the County agrees to pay the Service Agency from current revenues available in the following amounts:

<u>Service Level</u>	<u>Type of Facility</u>	<u>Daily Rates</u>
1. Moderate Service Level	Facility	\$ 96.17
2. Specialized Service Level	Facility	\$138.25

For juveniles placed in the facility under the Title IV-E program, the County agrees to pay the facility based on the Texas Department of Family and Protective Services levels of care as currently effective or subsequently amended.

B. PAYMENT PROCESS

JPD receives an invoice from the Service Agency pursuant to Paragraph I.Y.1. JPD will verify the services performed by the Service Agency through JPD's purchase of service request. JPD will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check for the service provider. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Service Agency shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to paragraph I.R. of this agreement. The El Paso County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Service Agency. The County of El Paso shall make payments within thirty (30) days of receipt to County entity.

III. 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 agreement and to review County client records. The examination and evaluation of the program will include unscheduled site visitations and observations of programs in operation.
- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, the State of Texas or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records.
- D. Record Retention:
Service Agency shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Service Agency must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.
- E. Sanctions: JPD shall conduct monitoring and evaluation of the performances of the Service Agency or any subcontractor rendered pursuant to the agreement every six (6) months through use of the Private Service Provider Contractual Monitors and Evaluation Report (**Exhibit C**). JPD will notify the Service Agency in writing of any deficiencies noted during such monitoring and may initiate the withholding suspension or reduction of payments as appropriate, based upon such monitoring,

1. As determined in the reasonable judgment of JPD, failure of the Service Agency to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Service Agency to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this contract and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments made pursuant to paragraph II B. Service Agency may be ineligible to receive future contracts.
2. Service Agency warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Service Agency. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within thirty (30) days of execution of this agreement.
3. Service Agency shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months as well as during the term of this agreement along with any results and/or findings related to the Service Agency conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Probation Commission, Texas Department of Family and Protective Services, FBI, etc.
4. **Service agency shall notify the El Paso County Juvenile Probation Department within 24 hours of any incidents to include, but not limited to the following:**
 - a. A child dies while in your care. (Death or attempted suicide of a child)
 - b. A critical injury or illness that warrants treatment by a medical professional or hospitalization, including dislocated, fractured, or broken bones, concussions, lacerations, requiring stitches, second and third degree burns, and damage to internal organs.
 - c. Allegations of abuse, neglect, or exploitation of a child; or any incident where there are indications that a child in care may have been abused, neglected, or exploited.
 - d. Physical abuse committed by or against a child.
 - e. Sexual abuse committed by or against a child.
 - f. A child is indicted, charged, or arrested for a crime.
 - g. Absent without Leave (AWOL and/or Escape)
 - h. Riots, rebellion, taking of hostages.

Service agency shall place a phone call and/or e-mail to the assigned El Paso County JPD probation officer or case manager within **24** hours of the incident. In the event neither probation officer nor case manager is available, service agency shall contact El Paso County JPD at (915) 849-2500.

Service agency shall forward any and all investigating reports and findings regarding any investigation conducted to the assigned probation officer or case manager.

IV. FEE ASSESSMENT

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

V. EQUAL OPPORTUNITY

- A. Service Agency certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the American with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.
- B. Service Agency agrees that it will not engage in any religious indoctrination or require any of the children placed with the agency under this agreement to participate in any religious activity. Service Agency further agrees that it will not impose any sanctions or deny any benefits to any children placed with the agency under this agreement solely on account of the child's religious beliefs or because the child does not participate in religious activities. Service Agency further agrees that it will not engage in any activity with respect to the children placed with the agency under this agreement that would constitute an establishment of religion or in any manner violate the rights of the children to religious freedom under the First Amendment of the United States Constitution.

VI. TERM AND TERMINATION

- A. Regardless of date of execution this agreement shall be effective **November 1, 2011** and shall continue until **October 31, 2012**.
- B. JPD and Service Agency may mutually agree to terminate this Agreement at any time by giving thirty (30) day written notice to terminate. Service Agency may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement

without notice immediately in the event the Service Agency fails to comply with any provision of this agreement. Service Agency shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

Notice Shall Be Mailed To JPD: Roger Martinez, Chief
Juvenile Probation Officer
6400 Delta Drive
El Paso, TX 79905-5408

To Service Agency : Mr. Mike Reyna
Placement Director
896 Robin Ranch Road
P.O. Box 577
Lockhart, TX 78644

VII. LAW AND VENUE

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

VIII. INDEMNITY, INSURANCE AND CERTIFICATION

- A. Service Agency shall indemnify and hold harmless, the County, its agents, Officer, employees and public officials, from any and all injury and damage to persons or property caused by the negligent or intentional acts or omissions of agency, its agents, employees, patients, clients and invitees, including the negligent supervision of any person residing at or participating at its facility or in any of its programs.
- B. Service Agency shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$ 300,000.00 for personal injury and \$ 100,000.00 for property damage. Such policies shall be with an insurance company licensed to do business or admitted on a surplus lines basis in Texas and shall be satisfactory to the County. **All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.**
- C. Service Agency shall maintain at its own expense, malpractice insurance with a policy limit of not less than \$ 300,000.00. Such policy shall be with an insurance company licensed to do business or admitted on a surplus lines basis in Texas and shall be satisfactory to the County. **All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.**

- D. Service Agency warrants that it and its individual providers are certified, approved or licensed by all Federal, State or local agencies or departments which have jurisdiction to regulate any activity performed in or by a child residential treatment facility. Proof of such certification, approval or license shall be provided to the El Paso County Juvenile Probation Department within ten (10) days of execution of this agreement.

IX. MISCELLANEOUS

- A. **Independent Contractor.** Nothing in this contract shall be construed as creating the relationship of employer and employee between the County and the Service Agency. The Service Agency shall be deemed at all times to be an independent contractor.
- B. **Assignment.** The Service Agency shall not sell, assign, convey or otherwise transfer any rights or obligations under this contract without prior written consent of the County.
- C. **Complete Agreement.** This written contract expresses the entire agreement between the parties and shall not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2011.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Veronica Escobar

Date

Approved as to form:

PEGASUS SCHOOL, INC.

Assistant County Attorney

Mr. Mike Reyna
Placement Director

Date
(Signer must have legal authority to bind Corporation)

Approved as to content:

Roger Martinez
Chief Juvenile Probation Officer

Date

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**CORNELL CORRECTIONS OF TEXAS, INC.
d/b/a HECTOR GARZA CENTER
CONTRACT FOR RESIDENTIAL SERVICES**

In accordance with the provisions set forth herein, the County of El Paso on behalf of the Juvenile Probation Department, hereinafter “JPD” and Cornell Corrections of Texas, Inc., a subsidiary of Cornell Companies, Inc., d/b/a Hector Garza Center, hereinafter called Service Agency, agree as follows:

I. PROVISION OF SERVICES

The Service Agency shall provide the following professional services, for children placed for services by the El Paso County Juvenile Probation Department:

- A. The Service Provider will only provide transportation within Bexar County.
- B. The Service Agency shall provide necessary residential services including, but not limited to, food, shelter, clothing and supervision.
- C. The Service Agency shall provide necessary counseling services including, but not limited to, individual, group and family/parental involvement.
- D. The Service Agency shall provide within the limits of state and federal law, access to a free appropriate public education and related services through the local public school district.
- E. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by the Service Agency.
- F. Each Client placed with the Service Agency shall have a written Child/Family Service Plan (CFSP), developed in concert with the client and mutually agreed upon by the appropriate Service Agency Staff and Supervising Juvenile Probation Officer, parent and juvenile prior to placement, identifying how the nine (9) domains pertains to the child.
- G. The CFSP shall be reviewed jointly by the appropriate Service Agency staff, the child and the Supervising Juvenile Probation Officer at reasonable intervals, not to exceed one hundred eighty (180) days, to assess the client’s progress with modification of the CFSP being made when indicated.
 - 1. Service Agency shall assist in the completion of the Review of Child/Family Service Plan (**Exhibit A**) every one hundred eighty (180) days.

2. The child's progress shall be assessed on each identified goal(s) pertaining to the child within the nine (9) domains listed in **(Exhibit A)**.
 3. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis **(Exhibit B)**. **Failure to comply with this provision will result in withholding of payment.**
- H. The CFSP shall contain the reasons why the placement will benefit the client and specify behavior goals and objectives as they pertain to the nine (9) domains being sought for each client. Included shall be how the goals and objectives are to be achieved in the Service Agency placement.
- I. Copies of the original CFSP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- J. The Service Agency shall ensure that, before a child is permitted to participate in a furlough, home visit, or extended agency trip, a court order has been obtained from the 65th Judicial District Court approving the child's absence for the appropriate length of time.
- K. The Service Agency shall ensure that unless otherwise stipulated by the County, the child may visit freely with parent(s) and relatives at the home in accordance with established Service Agency policies.
- L. The Service Agency shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the Program Specialist, and the Texas Department of Protective and Regulatory Services Abuse and Neglect Hotline 1-800-252-5400 or fax the information to 1-800-832-2090.
- The Service Agency shall also ensure that all of their paid, volunteer and intern staff are trained to properly identify child physical, emotional, sexual abuse and neglect and to follow the appropriate reporting procedures to the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline 1-800-252-5400 or fax the information to 1-800-832-2090.
- M. If a child in placement at a Service Agency makes an unauthorized departure, becomes seriously ill, is involved in an accident of a serious nature, the Service Agency shall notify the child's Probation Officer and the Program Specialist immediately and ensure that the parents and proper authorities are notified, including the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090.
- N. The County reserves the right to terminate the child's placement at the Service Agency at any time at its discretion. The Service Agency must not release a child to any person or agency other than the El Paso County Juvenile Probation Department designated Transportation Officer without the express written consent of the County.
- O. Upon successful completion of the program, a Discharge Plan to include, but not limited to, school records, school withdrawal form and Community Improvement

Program hours form, needs to be provided to the supervising probation officer at least fourteen (14) calendar days prior to the date of successful discharge. Should a juvenile be negatively discharged, a Discharge Plan to include, but not limited to, school records, school withdrawal form and Community Improvement Program hours form, must accompany the juvenile at the time of transport to the El Paso County Juvenile Detention Center. Failure to comply with this provision will result in withholding of payment.

P. If the juvenile is currently prescribed medication and is discharged from the facility, the Service Agency will send enough of the medication to cover thirty (30) days or will send a new prescription with the juvenile. Failure to comply with this provision will result in withholding of payment.

Q. Eligibility to Receive Payment on State Contracts.

Under Texas Family Code § 231.006, the Service Agency certifies that the individual or business entity named in this agreement 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 certificate is inaccurate.

R. The Service Agency shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph II.B. of this agreement. Service Agency shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Service Agency 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 Agency 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 Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Agency and the requirement to cooperate is included in any subcontract it awards.

1. Periodic Financial Reporting:

Service Agency shall provide semiannual, as well as, annual financial statements to include, but are not limited to, the following:

a. Trial Balance, Balance Sheet, Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by Services Agency; or

b. Independent Audit or Review (prepared in accordance with GAAP) based on Service Agency's fiscal year. Service Agency shall provide the County certified copies of the most recent documents of any, or all listed above, within ninety (90) days from the Service Agency's financial year-end.

S. Service Agency certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.

- T. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, the County will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- U. The Service Agency is under no obligation to retain space for the client in an unauthorized departure situation. However, in no event shall the County pay for the days when clients were absent without authorization, but no space in the program was retained for such absent client(s) by the Service Agency. The County must be informed in writing if and for how long the Service Agency intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Agency intends to retain the space.
- V. Service Agency shall complete and submit Medicaid Application upon **initial date of placement**. Service Agency is responsible for filing Medicaid paperwork within the mandatory/specified time frames. **The El Paso County Juvenile Probation Department will not subsidize Medicaid payments.**
- W. Prior written authorization by the El Paso County Chief Juvenile Probation Officer or his designee shall be obtained for any and all dental and medical services provided by the Service Agency. Exception to prior approval is hereby granted if it is medically determined that dental and/or medical services are required due to an emergency involving an immediate danger to the health and safety of the client. Dental and medical services shall be reimbursed by Texas Medicaid for eligible children in eligible settings. Should medical service not meet Medicaid eligibility the County of El Paso upon submission of an invoice for pre-authorized or emergency services, will reimburse the service provider.
- X. Service Agency 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 with those funds. Service Agency 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 Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Service Agency and the requirement to cooperate is included in any subcontract it awards.
- Y. 1. Service Agency shall submit claims on invoices bearing agency's letterhead no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Service Agency's invoice must indicate an accurate mailing address, telephone number where Service Agency can be reached during normal business hours, an invoice number, contract number **KK-11-496**, juvenile's name, type of service and related cost. Copy of the monthly progress report must be included with invoice as supporting documentation for payment. If the copy of the monthly progress report is not submitted

with the invoice, payment will be delayed until documentation is provided to JPD. Invoices not timely submitted shall not be paid.

2. Service Agency shall establish procedures to seek and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources (such as Medicaid, CHIP, CHAMPUS or other public or private insurance), as applicable for eligible children in eligible settings. A covered service is a service for which reimbursement from either a public or private insurance plan is available. JPD shall be the payer of last resort. The Service Agency shall not bill JPD for any services rendered for which payment was reviewed from any and all state/federal or other sources, as applicable. The Service Agency is required to accept the amount paid by any and all state/federal or other sources, as applicable, as payment in full.

Invoice for services timely billed to but denied by other funding sources may be submitted to the County in accordance with the requirements of this agreement except that such invoices shall be submitted within ninety (90) days from the date of service along with documentation of submission to and denial by the other funding source. In the event the Service Agency is later paid for the rendered services by any other funding source, the Service Agency shall reimburse all amounts to JPD for the rendered service within thirty (30) days of receiving such payment. The Service Agency shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid. A list of insurance companies accepted by the Service Agency should be submitted to JPD. Any changes to the list of insurance providers shall be submitted to JPD before any changes take effect.

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II. PAYMENT FOR SERVICES

- A. For and in consideration of the above-mentioned services, the County agrees to pay the Service Agency from current revenues available in the following amounts:

<u>Service Level</u>	<u>Type of Facility</u>	<u>Daily Rates</u>
1. Specialized Service Level	Child Placing Agency	\$ 95.79
	Treatment Facility	\$138.25
2. Intense Service Level	Child Placing Agency	\$175.66
	Treatment Facility	\$242.85

For juveniles placed in the facility under the Title IV-E program, the County agrees to pay the facility based on the Texas Department of Family and Protective Services levels of care as currently effective or subsequently amended.

B. PAYMENT PROCESS

JPD receives an invoice from the Service Agency pursuant to Paragraph I.Y.1. JPD will verify the services performed by the Service Agency through JPD's purchase of service request. JPD will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check for the service provider. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Service Agency shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to paragraph I.R. of this agreement. The El Paso County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Service Agency. The County of El Paso shall make payments within thirty (30) days of receipt to County entity.

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- 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 agreement and to review County client records. The examination and evaluation of the program will include unscheduled site visitations and observations of programs in operation.
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- C. The Service Agency shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, the State of Texas or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records.
- D. Record Retention: Service Agency shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Service Agency must keep records and documents for not less than three (3) years or until all litigation, claims or audit findings are resolved; whichever is later.
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without notice immediately in the event the Service Agency fails to comply with any provision of this agreement. Service Agency shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

Notice Shall Be Mailed To JPD: Roger Martinez, Chief
Juvenile Probation Officer
6400 Delta Drive
El Paso, TX 79905-5408

To Service Agency: Mr. Jon Swatsburg
Vice President, Youth Services
2840 Liberty Avenue, Suite #300
Pittsburgh, PA 15222

VII. LAW AND VENUE

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

VIII. INDEMNITY, INSURANCE AND CERTIFICATION

- A. Service Agency shall indemnify and hold harmless, the County, its agents, Officer, employees and public officials, from any and all injury and damage to persons or property caused by the negligent or intentional acts or omissions of agency, its agents, employees, patients, clients and invitees, including the negligent supervision of any person residing at or participating at its facility or in any of its programs.
- B. Service Agency shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$ 300,000.00 for personal injury and \$ 100,000.00 for property damage. Such policies shall be with an insurance company licensed to do business or admitted on a surplus lines basis in Texas and shall be satisfactory to the County. **All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.**
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IX. MISCELLANEOUS

- A. **Independent Contractor.** Nothing in this agreement shall be construed as creating the relationship of employer and employee between the County and the Service Agency. The Service Agency shall be deemed at all times to be an independent contractor.
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- C. **Complete Agreement.** This written agreement expresses the entire agreement between the parties and shall not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2011.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Veronica Escobar

Date

Approved as to form:

Cornell Corrections of Texas, Inc., a subsidiary of Cornell Companies Inc., and d/b/a Hector Garza Center

Assistant County Attorney

Mr. Jon Swatsburg
Vice President, Youth Services

Date
(Signer must have legal authority to bind Corporation)

Approved as to content:

Roger Martinez
Chief Juvenile Probation Officer

Date

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**GULF COAST TRADES CENTER, INC.
CONTRACT FOR RESIDENTIAL SERVICES**

In accordance with the provisions set forth herein, the County of El Paso on behalf of the Juvenile Probation Department, hereinafter called “JPD” and Gulf Coast Trades Center Inc., a Texas non-profit corporation, d/b/a Gulf Coast Trades Center Inc., hereinafter called “Service Agency”, agrees as follows:

I. PROVISION OF SERVICES

The Service Agency shall provide the following professional services, for children placed for services by the El Paso County Juvenile Probation Department:

- A. The Service Provider will assist with the transportation of the juveniles to the facility from El Paso County and to El Paso County from the facility.
- B. The Service Agency shall provide necessary residential services including, but not limited to, food, shelter, clothing and supervision.
- C. The Service Agency shall provide necessary counseling services including, but not limited to, individual, group and family/parental involvement.
- D. The Service Agency shall provide within the limits of state and federal law, access to a free appropriate public education and related services through the local public school district.
- E. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by the Service Agency.
- F. Each Client placed with the Service Agency shall have a written Child/Family Service Plan (CFSP), developed in concert with the client and mutually agreed upon by the appropriate Service Agency Staff and Supervising Juvenile Probation Officer, parent and juvenile prior to placement, identifying how the nine (9) domains pertains to the child.
- G. The CFSP shall be reviewed jointly by the appropriate Service Agency staff, the child and the Supervising Juvenile Probation Officer at reasonable intervals, not to exceed one hundred eighty (180) days, to assess the client’s progress with modification of the CFSP being made when indicated.
 - 1. Service Agency shall assist in the completion of the Review of Child/Family Service Plan (**Exhibit A**) every one hundred eighty days (180) days.

2. The child's progress shall be assessed on each identified goal(s) pertaining to the child within the nine (9) domains listed in **(Exhibit A)**.
 3. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis **(Exhibit B)**. **Failure to comply with this provision will result in withholding of payment.**
- H. The CFSP shall contain the reasons why the placement will benefit the client and specify behavior goals and objectives as they pertain to the nine (9) domains being sought for each client. Included shall be how the goals and objectives are to be achieved in the Service Agency placement.
- I. Copies of the original CFSP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- J. The Service Agency shall ensure that, before a child is permitted to participate in a furlough, home visit, or extended agency trip, a court order has been obtained from the 65th Judicial District Court approving the child's absence for the appropriate length of time.
- K. The Service Agency shall ensure that unless otherwise stipulated by the County, the child may visit freely with parent(s) and relatives at the home in accordance with established Service Agency policies.
- L. The Service Agency shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the Program Specialist, and the Texas Department of Protective and Regulatory Services Abuse and Neglect Hotline 1-800-252-5400 or fax the information to 1-800-832-2090.
- The Service Agency shall also ensure that all of their paid, volunteer and intern staff are trained to properly identify child physical, emotional, sexual abuse and neglect and to follow the appropriate reporting procedures to the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline 1-800-252-5400 or fax the information to 1-800-832-2090.
- M. If a child in placement at a Service Agency makes an unauthorized departure, becomes seriously ill, is involved in an accident of a serious nature, the Service Agency shall notify the child's Probation Officer and the Program Specialist immediately and ensure that the parents and proper authorities are notified, including the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090.
- N. The County reserves the right to terminate the child's placement at the Service Agency at any time at its discretion. The Service Agency must not release a child to any person or agency other than the El Paso County Juvenile Probation Department designated Transportation Officer without the express written consent of the County.
- O. Upon successful completion of the program, a Discharge Plan to include but not limited to school records, school withdrawal form and Community Improvement

Program hours form, needs to be provided to the supervising probation officer at least fourteen (14) calendar days prior to the date of successful discharge. Should a juvenile be negatively discharged, a Discharge Plan to include but not limited to school records, school withdrawal form and Community Improvement Program hours form, must accompany the juvenile at the time of transport to the El Paso County Juvenile Detention Center. Failure to comply with this provision will result in withholding of payment.

P. If the juvenile is currently prescribed medication and is discharged from the facility, the Service Agency will send enough of the medication to cover thirty (30) days or will send a new prescription with the juvenile. Failure to comply with this provision will result in withholding of payment.

Q. Eligibility to Receive Payment on State Contracts.

Under Texas Family Code § 231.006, the Service Agency certifies that the individual or business entity named in this agreement 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 certificate is inaccurate.

R. The Service Agency shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph II.B. of this agreement. Service Agency shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Service Agency 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 Agency 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 Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Agency and the requirement to cooperate is included in any subcontract it awards.

1. Periodic Financial Reporting:

Service Agency shall provide semiannual, as well as, annual financial statements to include, but are not limited to, the following:

a. Trial Balance, Balance Sheet, Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by Services Agency; or

b. Independent Audit or Review (prepared in accordance with GAAP) based on Service Agency's fiscal year. Service Agency shall provide the County certified copies of the most recent documents of any, or all listed above, within 90 days from the Service Agency's financial year-end.

S. Service Agency certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.

- T. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, the County will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- U. The Service Agency is under no obligation to retain space for the client in an unauthorized departure situation. However, in no event shall the County pay for the days when clients were absent without authorization, but no space in the program was retained for such absent client(s) by the Service Agency. The County must be informed in writing if and for how long the Service Agency intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Agency intends to retain the space.
- V. Service Agency shall complete and submit Medicaid Application upon **initial date of placement**. Service Agency is responsible for filing Medicaid paperwork within the mandatory/specified time frames. **The El Paso County Juvenile Probation Department will not subsidize Medicaid payments.**
- W. Prior written authorization by the El Paso County Chief Juvenile Probation Officer, or his designee shall be obtained for any and all dental and medical services provided by the Service Agency. Exception to prior approval is hereby granted if it is medically determined that dental and/or medical services are required due to an emergency involving an immediate danger to the health and safety of the client. Dental and medical services shall be reimbursed by Texas Medicaid for eligible children in eligible settings. Should medical service not meet Medicaid eligibility the County of El Paso upon submission of an invoice for pre-authorized or emergency services, will reimburse the service provider.
- X. Service Agency 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 with those funds. Service Agency 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 Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Service Agency and the requirement to cooperate is included in any subcontract it awards.
- Y. 1. Service Agency shall submit claims on invoices bearing agency's letterhead no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Service Agency's invoice must indicate an accurate mailing address, telephone number where Service Agency can be reached during normal business hours, an invoice number and contract number **KK-11-497** juvenile's name, type of service and related cost. Copy of the monthly progress report must be included with invoice as supporting documentation for payment. If the copy of the monthly progress report is not submitted

with the invoice, payment will be delayed until documentation is provided to JPD. Invoices not timely submitted shall not be paid

2. Service Agency shall establish procedures to seek and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources (such as Medicaid, CHIP, CHAMPUS or other public or private insurance), as applicable for eligible children in eligible settings. . A covered service is a service for which reimbursement from either a public or private insurance plan is available. JPD shall be the payer of last resort. The Service Agency shall not bill JPD for any services rendered for which payment was reviewed from any and all state/federal or other sources, as applicable. The Service Agency is required to accept the amount paid by any and all state/federal or other sources, as applicable, as payment in full.

Invoice for services timely billed to but denied by other funding sources may be submitted to the County in accordance with the requirements of this agreement except that such invoices shall be submitted within ninety (90) days from the date of service along with documentation of submission to and denial by the other funding source. In the event the Service Agency is later paid for the rendered services by any other funding source, the Service Agency shall reimburse all amounts to JPD for the rendered service within thirty (30) days of receiving such payment. The Service Agency shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid. A list of insurance companies accepted by the Service Agency should be submitted to JPD. Any changes to the list of insurance providers shall be submitted to JPD before any changes take effect.

3. This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Service Agency shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to JPD.

II. PAYMENT FOR SERVICES

- A. For and in consideration of the above-mentioned services, the County agrees to pay the Service Agency from current revenues available in the following amounts:

<u>Service Level</u>	<u>Type of Facility</u>	<u>Daily Rates</u>
1. Moderate Service Level	Treatment Facility	\$ 96.17
2. Specialized Service Level	Treatment Facility	\$138.25

For juveniles placed in the facility under the Title IV-E program, the County agrees to pay the facility based on the Texas Department of Family and Protective Services levels of care as currently effective or subsequently amended.

B. **PAYMENT PROCESS**

JPD receives an invoice from the Service Agency pursuant to Paragraph I.Y.1. JPD will verify the services performed by the Service Agency through the JPD's purchase of service request. JPD will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check for the service provider. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Service Agency shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to paragraph I.R. of this agreement. The El Paso County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Service Agency. The County of El Paso shall make payments within thirty (30) days of receipt to County entity.

III. 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 agreement and to review County client records. The examination and evaluation of the program will include unscheduled site visitations and observations of programs in operation.
- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, the State of Texas or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records.
- D. **Record Retention:**
Service Agency shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Service Agency must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.
- E. **Sanctions:** JPD shall conduct monitoring and evaluation of the performances of the Service Agency or any subcontractor rendered pursuant to this agreement every six (6) months through use of the Private Service Provider Contractual Monitors and Evaluation Report (**Exhibit C**). JPD will notify the Service Agency in writing of any deficiencies noted during such monitoring and may initiate the withholding suspension or reduction of payments as appropriate, based upon such monitoring,

1. As determined in the reasonable judgment of JPD, failure of the Service Agency to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Service Agency to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this agreement and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments made pursuant to paragraph II B. Service Agency may be ineligible to receive future contracts.
2. Service Agency warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Service Agency. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within thirty (30) days of execution of this agreement.
3. Service Agency shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months as well as during the term of this agreement along with any results and/or findings related to the Service Agency conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Probation Commission, Texas Department of Family and Protective Services, FBI, etc.
4. **Service Agency shall notify the El Paso County Juvenile Probation Department within 24 hours of any incidents to include, but not limited to the following:**
 - a. A child dies while in your care. (Death or attempted suicide of a child)
 - b. A critical injury or illness that warrants treatment by a medical professional or hospitalization, including dislocated, fractured, or broken bones, concussions, lacerations, requiring stitches, second and third degree burns, and damage to internal organs.
 - c. Allegations of abuse, neglect, or exploitation of a child; or any incident where there are indications that a child in care may have been abused, neglected, or exploited.
 - d. Physical abuse committed by or against a child.
 - e. Sexual abuse committed by or against a child.
 - f. A child is indicted, charged, or arrested for a crime.
 - g. Absent without Leave (AWOL and/or Escape)
 - h. Riots, rebellion, taking of hostages.

Service Agency shall place a phone call and/or e-mail to the assigned El Paso County JPD probation officer or case manager within **24** hours of the incident. In the event neither probation officer nor case manager is available, Service Agency shall contact El Paso County JPD at (915) 849-2500.

Service Agency shall forward any and all investigating reports and findings regarding any investigation conducted to the assigned probation officer or case manager.

IV. FEE ASSESSMENT

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

V. EQUAL OPPORTUNITY

- A. Service Agency certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the American with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.
- B. Service Agency agrees that it will not engage in any religious indoctrination or require any of the children placed with the agency under this contract to participate in any religious activity. Service Agency further agrees that it will not impose any sanctions or deny any benefits to any children placed with the agency under this agreement solely on account of the child's religious beliefs or because the child does not participate in religious activities. Service Agency further agrees that it will not engage in any activity with respect to the children placed with the agency under this agreement that would constitute an establishment of religion or in any manner violate the rights of the children to religious freedom under the First Amendment of the United States Constitution.

VI. TERM AND TERMINATION

- A. Regardless of date of execution this agreement shall be effective **November 1, 2011** and shall continue until **October 31, 2012**.
- B. JPD and Service Agency may mutually agree to terminate this Agreement at any time by giving 30 day written notice to terminate. Service Agency may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement without notice immediately in the event the Service Agency fails to comply with any provision of this agreement. Service Agency shall cease to incur costs associated

with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

Notice Shall Be Mailed To JPD: Roger Martinez., Chief
Juvenile Probation Officer
6400 Delta Drive
El Paso, TX 79905-5408

To Service Agency: Mr. Bill Gholson
Executive Director
143 Forest Service Road, #233
New Waverly, TX 77358

VII. LAW AND VENUE

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

VIII. INDEMNITY, INSURANCE AND CERTIFICATION

- A. Service Agency shall indemnify and hold harmless, the County, its agents, Officer, employees and public officials, from any and all injury and damage to persons or property caused by the negligent or intentional acts or omissions of agency, its agents, employees, patients, clients and invitees, including the negligent supervision of any person residing at or participating at its facility or in any of its programs.
- B. Service Agency shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$ 300,000.00 for personal injury and \$ 100,000.00 for property damage. Such policies shall be with an insurance company licensed to do business or admitted on a surplus lines basis in Texas and shall be satisfactory to the County. **All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.**
- C. Service Agency shall maintain at its own expense, malpractice insurance with a policy limit of not less than \$ 300,000.00. Such policy shall be with an insurance company licensed to do business or admitted on a surplus lines basis in Texas and shall be satisfactory to the County. **All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.**
- D. Service Agency warrants that it and its individual providers are certified, approved or licensed by all Federal, State or local agencies or departments which have

jurisdiction to regulate any activity performed in or by a child residential treatment facility. Proof of such certification, approval or license shall be provided to the El Paso County Juvenile Probation Department within ten (10) days of execution of this agreement.

IX. MISCELLANEOUS

- A. **Independent Contractor.** Nothing in this agreement shall be construed as creating the relationship of employer and employee between the County and the Service Agency. The Service Agency shall be deemed at all times to be an independent contractor.
- B. **Assignment.** The Service Agency shall not sell, assign, convey or otherwise transfer any rights or obligations under this agreement without prior written consent of the County.
- C. **Complete Agreement.** This written agreement expresses the entire agreement between the parties and shall not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2011.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Veronica Escobar

Date

Approved as to form:

Gulf Coast Trades Center, Inc.

Assistant County Attorney

Mr. Bill Gholson
Executive Director

Date
(Signer must have legal authority to bind Corporation)

Approved as to content:

Roger Martinez
Chief Juvenile Probation Officer

Date

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**LUTHERAN SOCIAL SERVICES OF THE SOUTH, INC.
CONTRACT FOR RESIDENTIAL SERVICES**

In accordance with the provisions set forth herein, the County of El Paso on behalf of the Juvenile Probation Department, hereinafter “JPD” and Lutheran Social Services of the South Inc., a Texas non-profit corporation, d/b/a Lutheran Social Services of the South Inc., hereinafter called “Service Agency”, agrees as follows:

I. PROVISION OF SERVICES

The Service Agency shall provide the following professional services, for children placed for services by the El Paso County Juvenile Probation Department:

- A. The Service Provider will assist with the transportation of the juveniles to the facility from El Paso County and to El Paso County from the facility.
- B. The Service Agency shall provide necessary residential services including, but not limited to, food, shelter, clothing and supervision.
- C. The Service Agency shall provide necessary counseling services including, but not limited to, individual, group and family/parental involvement.
- D. The Service Agency shall provide within the limits of state and federal law, access to a free appropriate public education and related services through the local public school district.
- E. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by the Service Agency.
- F. Each Client placed with the Service Agency shall have a written Child/Family Service Plan (CFSP), developed in concert with the client and mutually agreed upon by the appropriate Service Agency Staff and Supervising Juvenile Probation Officer, parent and juvenile prior to placement, identifying how the nine (9) domains pertains to the child.
- G. The CFSP shall be reviewed jointly by the appropriate Service Agency staff, the child and the Supervising Juvenile Probation Officer at reasonable intervals, not to exceed one hundred eighty (180) days, to assess the client’s progress with modification of the CFSP being made when indicated.
 - 1. Service Agency shall assist in the completion of the Review of Child/Family Service Plan (**Exhibit A**) every one hundred eighty (180) days.

2. The child's progress shall be assessed on each identified goal(s) pertaining to the child within the nine (9) domains listed in **(Exhibit A)**.
 3. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis **(Exhibit B)**. **Failure to comply with this provision will result in withholding of payment.**
- H. The CFSP shall contain the reasons why the placement will benefit the client and specify behavior goals and objectives as they pertain to the nine (9) domains being sought for each client. Included shall be how the goals and objectives are to be achieved in the Service Agency placement.
- I. Copies of the original CFSP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- J. The Service Agency shall ensure that, before a child is permitted to participate in a furlough, home visit, or extended agency trip, a court order has been obtained from the 65th Judicial District Court approving the child's absence for the appropriate length of time.
- K. The Service Agency shall ensure that unless otherwise stipulated by the County, the child may visit freely with parent(s) and relatives at the home in accordance with established Service Agency policies.
- L. The Service Agency shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the Program Specialist, and the Texas Department of Protective and Regulatory Services Abuse and Neglect Hotline 1-800-252-5400 or fax the information to 1-800-832-2090.
- The Service Agency shall also ensure that all of their paid, volunteer and intern staff are trained to properly identify child physical, emotional, sexual abuse and neglect and to follow the appropriate reporting procedures to the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline 1-800-252-5400 or fax the information to 1-800-832-2090.
- M. If a child in placement at a Service Agency makes an unauthorized departure, becomes seriously ill, is involved in an accident of a serious nature, the Service Agency shall notify the child's Probation Officer and the Program Specialist immediately and ensure that the parents and proper authorities are notified, including the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090.
- N. The County reserves the right to terminate the child's placement at the Service Agency at any time at its discretion. The Service Agency must not release a child to any person or agency other than the El Paso County Juvenile Probation Department designated Transportation Officer without the express written consent of the County.
- O. Upon successful completion of the program, a Discharge Plan to include, but not limited to, school records, school withdrawal form and Community Improvement

Program hours form, needs to be provided to the supervising probation officer at least fourteen (14) calendar days prior to the date of successful discharge. Should a juvenile be negatively discharged, a Discharge Plan to include, but not limited to, school records, school withdrawal form and Community Improvement Program hours form, must accompany the juvenile at the time of transport to the El Paso County Juvenile Detention Center. Failure to comply with this provision will result in withholding of payment.

P. If the juvenile is currently prescribed medication and is discharged from the facility, the Service Agency will send enough of the medication to cover thirty (30) days or will send a new prescription with the juvenile. Failure to comply with this provision will result in withholding of payment.

Q. Eligibility to Receive Payment on State Contracts.

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b. Independent Audit or Review (prepared in accordance with GAAP) based on Service Agency's fiscal year. Service Agency shall provide the County certified copies of the most recent documents of any, or all listed above, within ninety (90) days from the Service Agency's financial year-end.

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- T. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, the County will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- U. The Service Agency is under no obligation to retain space for the client in an unauthorized departure situation. However, in no event shall the County pay for the days when clients were absent without authorization, but no space in the program was retained for such absent client(s) by the Service Agency. The County must be informed in writing if and for how long the Service Agency intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Agency intends to retain the space.
- V. Service Agency shall complete and submit Medicaid Application upon **initial date of placement**. Service Agency is responsible for filing Medicaid paperwork within the mandatory/specified time frames. **JPD will not subsidize Medicaid payments.**
- W. Prior written authorization by the El Paso County Chief Juvenile Probation Officer or his designee shall be obtained for any and all dental and medical services provided by the Service Agency. Exception to prior approval is hereby granted if it is medically determined that dental and/or medical services are required due to an emergency involving an immediate danger to the health and safety of the client. Dental and medical services shall be reimbursed by Texas Medicaid for eligible children in eligible settings. Should medical service not meet Medicaid eligibility the County of El Paso upon submission of an invoice for pre-authorized or emergency services, will reimburse the service provider.
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3. This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Service Agency shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to JPD.

II. PAYMENT FOR SERVICES

- A. For and in consideration of the above-mentioned services, the County agrees to pay the Service Agency from current revenues available in the following amounts:

<u>Service Level</u>	<u>Type of Facility</u>	<u>Daily Rates</u>
1. Basic Service Level	Child Placing Agency	\$ 39.52
	Facility	\$ 42.18
2. Moderate Service Level	Child Placing Agency	\$ 71.91
	Facility	\$ 96.17
3. Specialized Service Level	Child Placing Agency	\$ 95.79
	Facility	\$138.25

4. Intense Service Level	Child Placing Agency	\$175.66
	Facility	\$242.85
5. Emergency Shelter		\$115.44

For juveniles placed in the facility under the Title IV-E program, the County agrees to pay the facility based on the Texas Department of Family and Protective Services levels of care as currently effective or subsequently amended.

B. PAYMENT PROCESS

JPD receives an invoice from the Service Agency pursuant to Paragraph I.Y.1. JPD will verify the services performed by the Service Agency through JPD's purchase of service request. JPD will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check for the service provider. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Service Agency shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to paragraph I.R. of this agreement. The El Paso County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Service Agency. The County of El Paso shall make payments within thirty (30) days of receipt to County entity.

III. 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 agreement and to review County client records. The examination and evaluation of the program will include unscheduled site visitations and observations of programs in operation.
- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, the State of Texas or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records.
- D. **Record Retention:**
Service Agency shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Service Agency must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.

- E. **Sanctions:** JPD shall conduct monitoring and evaluation of the performances of the Service Agency or any subcontractor rendered pursuant to the contract every six (6) months through use of the Private Service Provider Contractual Monitors and Evaluation Report (**Exhibit C**). JPD will notify the Service Agency in writing of any deficiencies noted during such monitoring and may initiate the withholding suspension or reduction of payments as appropriate, based upon such monitoring,
1. As determined in the reasonable judgment of JPD, failure of the Service Agency to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Service Agency to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this agreement and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments made pursuant to paragraph II B. Service Agency may be ineligible to receive future contracts.
 2. Service Agency warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Service Agency. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within thirty (30) days of execution of this agreement.
 3. Service Agency shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months as well as during the term of this agreement along with any results and/or findings related to the Service Agency conducted by, but not limited to, the following agencies: Department of Justice, Texas Juvenile Probation Commission, Texas Department of Family and Protective Services, FBI, etc.
 4. **Service agency shall notify the El Paso County Juvenile Probation Department within 24 hours of any incidents to include, but not limited to the following:**
 - a. A child dies while in your care. (Death or attempted suicide of a child)
 - b. A critical injury or illness that warrants treatment by a medical professional or hospitalization, including dislocated, fractured, or broken bones, concussions, lacerations, requiring stitches, second and third degree burns, and damage to internal organs.
 - c. Allegations of abuse, neglect, or exploitation of a child; or any incident where there are indications that a child in care may have been abused, neglected, or exploited.
 - d. Physical abuse committed by or against a child.
 - e. Sexual abuse committed by or against a child.
 - f. A child is indicted, charged, or arrested for a crime.
 - g. Absent without Leave (AWOL and/or Escape)
 - h. Riots, rebellion, taking of hostages.

Service agency shall place a phone call and/or e-mail to the assigned El Paso County JPD probation officer or case manager within **24** hours of the incident. In the event neither probation officer nor case manager is available, service agency shall contact El Paso County JPD at (915) 849-2500.

Service agency shall forward any and all investigating reports and findings regarding any investigation conducted to the assigned probation officer or case manager.

IV. FEE ASSESSMENT

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

V. EQUAL OPPORTUNITY

- A. Service Agency certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the American with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.
- B. Service Agency agrees that it will not engage in any religious indoctrination or require any of the children placed with the agency under this contract to participate in any religious activity. Service Agency further agrees that it will not impose any sanctions or deny any benefits to any children placed with the agency under this contract solely on account of the child's religious beliefs or because the child does not participate in religious activities. Service Agency further agrees that it will not engage in any activity with respect to the children placed with the agency under this contract that would constitute an establishment of religion or in any manner violate the rights of the children to religious freedom under the First Amendment of the United States Constitution.

- C. Service Agency shall maintain at its own expense, malpractice insurance with a policy limit of not less than \$ 300,000.00. Such policy shall be with an insurance company licensed to do business or admitted on a surplus lines basis in Texas and shall be satisfactory to the County. **All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.**
- D. Service Agency warrants that it and its individual providers are certified, approved or licensed by all Federal, State or local agencies or departments which have jurisdiction to regulate any activity performed in or by a child residential treatment facility. Proof of such certification, approval or license shall be provided to the El Paso County Juvenile Probation Department within ten (10) days of execution of this agreement.

IX. MISCELLANEOUS

- A. **Independent Contractor**. Nothing in this agreement shall be construed as creating the relationship of employer and employee between the County and the Service Agency. The Service Agency shall be deemed at all times to be an independent contractor.
- B. **Assignment**. The Service Agency shall not sell, assign, convey or otherwise transfer any rights or obligations under this contract without prior written consent of the County.
- C. **Complete Agreement**. This written agreement expresses the entire agreement between the parties and shall not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2011.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Veronica Escobar

Date

APPROVED AS TO FORM:

**LUTHERAN SOCIAL SERVICES
OF THE SOUTH, INC.**

Assistant County Attorney

Ms. Betsy Guthrie, President & COO

Date
(Signer must have legal authority to
bind Corporation)

APPROVED AS TO CONTENT:

Roger Martinez
Chief Juvenile Probation Officer

Date

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**NEW LIFE CHILDREN’S TREATMENT CENTER
CONTRACT FOR RESIDENTIAL SERVICES**

In accordance with the provisions set forth herein, the County of El Paso on behalf of the Juvenile Probation Department, hereinafter called “JPD” and Lutheran Social Services of the South Inc., a Texas non-profit corporation, d/b/a New Life Children’s Treatment Center, hereinafter called “Service Agency”, agree as follows:

I. PROVISION OF SERVICES

The Service Agency shall provide the following professional services, for children placed for services by the El Paso County Juvenile Probation Department:

- A. The Service Agency will assist El Paso County with the transportation of the juveniles to the facility from El Paso County and to El Paso County from the facility.
- B. The Service Agency shall provide necessary residential services including, but not limited to, food, shelter, clothing and supervision.
- C. The Service Agency shall provide necessary counseling services including, but not limited to, individual, group and family/parental involvement.
- D. The Service Agency shall provide within the limits of state and federal law, access to a free appropriate public education and related services through the local public school district.
- E. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by the Service Agency.
- F. Each Client placed with the Service Agency shall have a written Child/Family Service Plan (CFSP), developed in concert with the client and mutually agreed upon by the appropriate Service Agency Staff and Supervising Juvenile Probation Officer, parent and juvenile prior to placement, identifying how the nine (9) domains pertains to the child.
- G. The CFSP shall be reviewed jointly by the appropriate Service Agency staff, the child and the Supervising Juvenile Probation Officer at reasonable intervals, not to exceed one hundred eighty (180) days, to assess the client’s progress with modification of the CFSP being made when indicated.
 - 1. Service Agency shall assist in the completion of the Review of Child/Family Service Plan (**Exhibit A**) every one hundred eighty (180) days.

2. The child's progress shall be assessed on each identified goal(s) pertaining to the child within the nine (9) domains listed in **(Exhibit A)**.
 3. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis **(Exhibit B)**. **Failure to comply with this provision will result in withholding of payment.**
- H. The CFSP shall contain the reasons why the placement will benefit the client and specify behavior goals and objectives as they pertain to the nine (9) domains being sought for each client. Included shall be how the goals and objectives are to be achieved in the Service Agency placement.
- I. Copies of the original CFSP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- J. The Service Agency shall ensure that, before a child is permitted to participate in a furlough, home visit, or extended agency trip, a court order has been obtained from the 65th Judicial District Court approving the child's absence for the appropriate length of time.
- K. The Service Agency shall ensure that unless otherwise stipulated by the 65th Judicial District Court, the child may visit freely with parent(s) and relatives at the home in accordance with established Service Agency policies.
- L. The Service Agency shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the Program Specialist, and the Texas Department of Protective and Regulatory Services Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090.
- The Service Agency shall also ensure that all of their paid, volunteer and intern staff are trained to properly identify child physical, emotional, sexual abuse and neglect and to follow the appropriate reporting procedures to the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090.
- M. If a child in placement at a Service Agency makes an unauthorized departure, becomes seriously ill, is involved in an accident of a serious nature, the Service Agency shall notify the child's Probation Officer and the Program Specialist immediately and ensure that the parents and proper authorities are notified, including the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090.
- N. The County reserves the right to terminate the child's placement at the Service Agency at any time at its discretion. The Service Agency must not release a child to any person or agency other than the El Paso County Juvenile Probation Department designated Transportation Officer without the express written consent of the County.
- O. Upon successful completion of the program, a Discharge Plan to include, but not limited to, school records, school withdrawal form and Community Improvement

Program hours form, needs to be provided to the supervising probation officer at least fourteen (14) calendar days prior to the date of successful discharge. Should a juvenile be negatively discharged, a Discharge Plan to include, but not limited to, school records, school withdrawal form and Community Improvement Program hours form, must accompany the juvenile at the time of transport to the El Paso County Juvenile Detention Center. Failure to comply with this provision will result in withholding of payment.

P. If the juvenile is currently prescribed medication and is discharged from the facility, the Service Agency will send enough of the medication to cover thirty (30) days or will send a new prescription with the juvenile. Failure to comply with this provision will result in withholding of payment.

Q. Eligibility to Receive Payment on State Contracts.

Under Texas Family Code § 231.006, the Service Agency certifies that the individual or business entity named in this agreement 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 certificate is inaccurate.

R. The Service Agency shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph II.B. of this agreement. Service Agency shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Service Agency 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 Agency 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 Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Agency and the requirement to cooperate is included in any subcontract it awards.

1. Periodic Financial Reporting:

Service Agency shall provide semiannual, as well as, annual financial statements to include, but are not limited to, the following:

a. Trial Balance, Balance Sheet, Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by Services Agency; or

b. Independent Audit or Review (prepared in accordance with GAAP) based on Service Agency's fiscal year. Service Agency shall provide the County certified copies of the most recent documents of any, or all listed above, within ninety (90) days from the Service Agency's financial year-end.

S. Service Agency certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.

- T. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, the County will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- U. The Service Agency is under no obligation to retain space for the client in an unauthorized departure situation. However, in no event shall the County pay for the days when clients were absent without authorization, but no space in the program was retained for such absent client(s) by the Service Agency. The County must be informed in writing if and for how long the Service Agency intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Agency intends to retain the space.
- V. Service Agency shall complete and submit Medicaid Application upon **initial date of placement**. Service Agency is responsible for filing Medicaid paperwork within the mandatory/specified time frames. **The El Paso County Juvenile Probation Department will not subsidize Medicaid payments.**
- W. Prior written authorization by the El Paso County Chief Juvenile Probation Officer, or his designee shall be obtained for any and all dental and medical services provided by the Service Agency. Exception to prior approval is hereby granted if it is medically determined that dental and/or medical services are required due to an emergency involving an immediate danger to the health and safety of the client. Dental and medical services shall be reimbursed by Texas Medicaid for eligible children in eligible settings. Should medical service not meet Medicaid eligibility the County of El Paso upon submission of an invoice for pre-authorized or emergency services, will reimburse the service provider.
- X. Service Agency 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 with those funds. Service Agency 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 Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Service Agency and the requirement to cooperate is included in any subcontract it awards.
- Y. 1. Service Agency shall submit claims on invoices bearing agency's letterhead no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Service Agency's invoice must indicate an accurate mailing address, telephone number where Service Agency can be reached during normal business hours, an invoice number, contract number **KK-11-499**, juvenile's name, type of service and related cost. Copy of the monthly progress report must be included with invoice as supporting documentation for payment. If the copy of the monthly progress report is not submitted

with the invoice, payment will be delayed until documentation is provided to JPD. Invoices not timely submitted shall not be paid.

2. Service Agency shall establish procedures to seek and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources (such as Medicaid, CHIP, CHAMPUS or other public or private insurance), as applicable for eligible children in eligible settings. A covered service is a service for which reimbursement from either a public or private insurance plan is available. JPD shall be the payer of last resort. Service Agency shall not bill JPD for any service rendered for which payment was reviewed from any and all state/federal or other sources, as applicable. The Service Agency is required to accept the amount paid by any and all state/federal or other sources, as applicable, as payment in full.

Invoice for services timely billed to, but denied by other funding sources may be submitted to the County in accordance with the requirements of this agreement except that such invoices shall be submitted within ninety (90) days from the date of service along with documentation of submission to and denial by the other funding source. In the event the Service Agency is later paid for the rendered services by any other funding source, the Service Agency shall reimburse all amounts to JPD for the rendered service within thirty (30) days of receiving such payment. Service Agency shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid. A list of insurance companies accepted by the Service Agency should be submitted to JPD. Any changes to the list of insurance providers shall be submitted to JPD before any changes take effect.

3. This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Service Agency shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to JPD.

II. PAYMENT FOR SERVICES

- A. For and in consideration of the above-mentioned services, the County agrees to pay the Service Agency from current revenues available in the following amounts:

<u>Service Level</u>	<u>Type of Facility</u>	<u>Daily Rates</u>
1. Basic Service Level	Child Placing Agency	\$ 39.52
	Facility	\$ 42.18
2. Moderate Service Level	Child Placing Agency	\$ 71.91
	Facility	\$ 96.17

3. Specialized Service Level	Child Placing Agency Facility	\$ 95.79 \$138.25
4. Intense Service Level	Child Placing Agency Facility	\$175.66 \$242.85
5. Emergency Shelter		\$115.44

For juveniles placed in the facility under the Title IV-E program, the County agrees to pay the facility based on the Texas Department of Family and Protective Services levels of care as currently effective or subsequently amended

B. PAYMENT PROCESS

JPD receives an invoice from the Service Agency pursuant to Paragraph I.Y.1. JPD will verify the services performed by the Service Agency through JPD's purchase of service request. JPD will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check for the service provider. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Service Agency shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to paragraph I.R. of this agreement. The El Paso County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Service Agency. The County of El Paso shall make payments within thirty (30) days of receipt to County entity.

III. 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 agreement and to review County client records. The examination and evaluation of the program will include unscheduled site visitations and observations of programs in operation.
- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, the State of Texas or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records.
- D. **Record Retention:**
Service Agency shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Service Agency must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.

- E. **Sanctions:** JPD shall conduct monitoring and evaluation of the performances of the Service Agency or any subcontractor rendered pursuant to the contract every six (6) months through use of the Private Service Provider Contractual Monitors and Evaluation Report (**Exhibit C**). JPD will notify the Service Agency in writing of any deficiencies noted during such monitoring and may initiate the withholding suspension or reduction of payments as appropriate, based upon such monitoring,
1. As determined in the reasonable judgment of JPD, failure of the Service Agency to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Service Agency to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this agreement and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments made pursuant to paragraph II B. Service Agency may be ineligible to receive future contracts.
 2. Service Agency warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Service Agency. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within thirty (30) days of execution of this agreement.
 3. Service Agency shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months as well as during the term of this agreement along with any results and/or findings related to the Service Agency conducted by, but not limited to, the following agencies: Department of Justice, Texas Juvenile Probation Commission, Texas Department of Family and Protective Services, FBI, etc.
 4. **Service agency shall notify the El Paso County Juvenile Probation Department within 24 hours of any incidents to include, but not limited to, the following:**
 - a. A child dies while in your care. (Death or attempted suicide of a child)
 - b. A critical injury or illness that warrants treatment by a medical professional or hospitalization, including dislocated, fractured, or broken bones, concussions, lacerations, requiring stitches, second and third degree burns, and damage to internal organs.
 - c. Allegations of abuse, neglect, or exploitation of a child; or any incident where there are indications that a child in care may have been abused, neglected, or exploited.
 - d. Physical abuse committed by or against a child.
 - e. Sexual abuse committed by or against a child.
 - f. A child is indicted, charged, or arrested for a crime.
 - g. Absent without Leave (AWOL and/or Escape)

h. Riots, rebellion, taking of hostages.

Service agency shall place a phone call and/or e-mail to the assigned El Paso County JPD probation officer or case manager within **24** hours of the incident. In the event neither probation officer nor case manager is available, service agency shall contact El Paso County JPD at (915) 849-2500.

Service agency shall forward any and all investigating reports and findings regarding any investigation conducted to the assigned probation officer or case manager.

IV. FEE ASSESSMENT

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

V. EQUAL OPPORTUNITY

- A. Service Agency certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the American with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.
- B. Service Agency agrees that it will not engage in any religious indoctrination or require any of the children placed with the agency under this agreement to participate in any religious activity. Service Agency further agrees that it will not impose any sanctions or deny any benefits to any children placed with the agency under this agreement solely on account of the child's religious beliefs or because the child does not participate in religious activities. Service Agency further agrees that it will not engage in any activity with respect to the children placed with the agency under this agreement that would constitute an establishment of religion or in any manner violate the rights of the children to religious freedom under the First Amendment of the United States Constitution.

name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.

- C. Service Agency shall maintain at its own expense, malpractice insurance with a policy limit of not less than \$ 300,000.00. Such policy shall be with an insurance company licensed to do business or admitted on a surplus lines basis in Texas and shall be satisfactory to the County. **All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.**
- D. Service Agency warrants that it and its individual providers are certified, approved or licensed by all Federal, State or local agencies or departments which have jurisdiction to regulate any activity performed in or by a child residential treatment facility. Proof of such certification, approval or license shall be provided to the El Paso County Juvenile Probation Department within ten (10) days of execution of this agreement.

IX. MISCELLANEOUS

- A. **Independent Contractor.** Nothing in this agreement shall be construed as creating the relationship of employer and employee between the County and the Service Agency. The Service Agency shall be deemed at all times to be an independent contractor.
- B. **Assignment.** The Service Agency shall not sell, assign, convey or otherwise transfer any rights or obligations under this agreement without prior written consent of the County.
- C. **Complete Agreement.** This written agreement expresses the entire agreement between the parties and shall not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2011.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Veronica Escobar

Date

Approved as to form:

New Life Children's Treatment Center

Assistant County Attorney

Ms. Betsy Guthrie, President & COO

Date
(Signer must have legal authority to bind Corporation)

Approved as to content:

Roger Martinez
Chief Juvenile Probation Officer

Date

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**POST COUNTRY CARE
CONTRACT FOR RESIDENTIAL SERVICES**

In accordance with the provisions set forth herein, the County of El Paso on behalf of the Juvenile Probation Department and Post Country Care, a Texas non-profit corporation, d/b/a Post Country Care hereinafter called Service Agency, agree as follows:

I. PROVISION OF SERVICES

The Service Agency shall provide the following professional services, for children placed for services by the El Paso County Juvenile Probation Department:

- A. The Service Agency will assist El Paso County with the transportation of the juveniles to the facility from El Paso County and to El Paso County from the facility.
- B. The Service Agency shall provide necessary residential services including, but not limited to, food, shelter, clothing and supervision.
- C. The Service Agency shall provide necessary counseling services including, but not limited to, individual, group and family/parental involvement.
- D. The Service Agency shall provide within the limits of state and federal law, access to a free appropriate public education and related services through the local public school district.
- E. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by the Service Agency.
- F. Each Client placed with the Service Agency shall have a written Child/Family Service Plan (CFSP), developed in concert with the client and mutually agreed upon by the appropriate Service Agency Staff and Supervising Juvenile Probation Officer, parent and juvenile prior to placement, identifying how the nine (9) domains pertains to the child.
- G. The CFSP shall be reviewed jointly by the appropriate Service Agency staff, the child and the Supervising Juvenile Probation Officer at reasonable intervals, not to exceed one hundred eighty (180) days, to assess the client's progress with modification of the CFSP being made when indicated.
 - 1. Service Agency shall assist in the completion of the Review of Child/Family Service Plan (**Exhibit A**) every one hundred eighty (180) days.

2. The child's progress shall be assessed on each identified goal(s) pertaining to the child within the nine (9) domains listed in **(Exhibit A)**.
 3. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis (Exhibit B). **Failure to comply with this provision will result in withholding of payment.**
- H. The CFSP shall contain the reasons why the placement will benefit the client and specify behavior goals and objectives as they pertain to the nine (9) domains being sought for each client. Included shall be how the goals and objectives are to be achieved in the Service Agency placement.
- I. Copies of the original CFSP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- J. The Service Agency shall ensure that, before a child is permitted to participate in a furlough, home visit, or extended agency trip, a court order has been obtained from the 65th Judicial District Court approving the child's absence for the appropriate length of time.
- K. The Service Agency shall ensure that unless otherwise stipulated by the 65th Judicial District Court, the child may visit freely with parent(s) and relatives at the home in accordance with established Service Agency policies.
- L. The Service Agency shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the Program Specialist, and the Texas Department of Protective and Regulatory Services Abuse and Neglect Hotline 1-800-252-5400 or fax the information to 1-800-832-2090.
- The Service Agency shall also ensure that all of their paid, volunteer and intern staff are trained to properly identify child physical, emotional, sexual abuse and neglect and to follow the appropriate reporting procedures to the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline 1-800-252-5400 or fax the information to 1-800-832-2090.
- M. If a child in placement at a Service Agency makes an unauthorized departure, becomes seriously ill, is involved in an accident of a serious nature, the Service Agency shall notify the child's Probation Officer and the Program Specialist immediately and ensure that the parents and proper authorities are notified, including the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090.
- N. The County reserves the right to terminate the child's placement at the Service Agency at any time at its discretion. The Service Agency must not release a child to any person or agency other than the El Paso County Juvenile Probation Department designated Transportation Officer without the express written consent of the County.
- O. Upon successful completion of the program, a Discharge Plan to include, but not limited to, school records, school withdrawal form and Community Improvement

Program hours form, needs to be provided to the supervising probation officer at least fourteen (14) calendar days prior to the date of successful discharge. Should a juvenile be negatively discharged, a Discharge Plan to include, but not limited to, school records, school withdrawal form and Community Improvement Program hours form, must accompany the juvenile at the time of transport to the El Paso County Juvenile Detention Center. Failure to comply with this provision will result in withholding of payment.

P. If the juvenile is currently prescribed medication and is discharged from the facility, the Service Agency will send enough of the medication to cover thirty (30) days or will send a new prescription with the juvenile. Failure to comply with this provision will result in withholding of payment.

Q. Eligibility to Receive Payment on State Contracts.

Under Texas Family Code § 231.006, the Service Agency certifies that the individual or business entity named in this agreement 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 certificate is inaccurate.

R. The Service Agency shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph II.B. of this agreement. Service Agency shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Service Agency 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 Agency 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 Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Agency and the requirement to cooperate is included in any subcontract it awards.

1. Periodic Financial Reporting:

Service Agency shall provide semiannual, as well as, annual financial statements to include, but are not limited to, the following:

a. Trial Balance, Balance Sheet, Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by Services Agency; or

b. Independent Audit or Review (prepared in accordance with GAAP) based on Service Agency's fiscal year. Service Agency shall provide the County certified copies of the most recent documents of any, or all listed above, within ninety (90) days from the Service Agency's financial year-end.

S. Service Agency certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.

- T. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, the County will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- U. The Service Agency is under no obligation to retain space for the client in an unauthorized departure situation. However, in no event shall the County pay for the days when clients were absent without authorization, but no space in the program was retained for such absent client(s) by the Service Agency. The County must be informed in writing if and for how long the Service Agency intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Agency intends to retain the space.
- V. Service Agency shall complete and submit Medicaid Application upon **initial date of placement**. Service Agency is responsible for filing Medicaid paperwork within the mandatory/specified time frames. **The El Paso County Juvenile Probation Department will not subsidize Medicaid payments.**
- W. Prior written authorization by the El Paso County Chief Juvenile Probation Officer, or his designee shall be obtained for any and all dental and medical services provided by the Service Agency. Exception to prior approval is hereby granted if it is medically determined that dental and/or medical services are required due to an emergency involving an immediate danger to the health and safety of the client. Dental and medical services shall be reimbursed by Texas Medicaid for eligible children in eligible settings. Should medical service not meet Medicaid eligibility the County of El Paso upon submission of an invoice for pre-authorized or emergency services, will reimburse the service provider.
- X. Service Agency 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 with those funds. Service Agency 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 Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Service Agency and the requirement to cooperate is included in any subcontract it awards.
- Y. 1. Service Agency shall submit claims on invoices bearing agency's letterhead no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Service Agency's invoice must indicate an accurate mailing address, telephone number where Service Agency can be reached during normal business hours, an invoice number, contract number **KK-11-500**, juvenile's name, type of service and related cost. Copy of the monthly progress report must be included with invoice as supporting documentation for payment. If the copy of the monthly progress report is not submitted

with the invoice, payment will be delayed until documentation is provided to JPD. Invoices not timely submitted shall not be paid.

2. Service Agency shall establish procedures to seek and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources (such as Medicaid, CHIP, CHAMPUS or other public or private insurance), as applicable for eligible children in eligible settings. A covered service is a service for which reimbursement from either a public or private insurance plan is available. JPD shall be the payer of last resort. The Service Agency shall not bill JPD for any services rendered for which payment was reviewed from any and all state/federal or other sources, as applicable. The Service Agency is required to accept the amount paid by any and all state/federal or other sources, as applicable, as payment in full.

Invoice for services timely billed to, but denied by, other funding sources may be submitted to the County in accordance with the requirements of this agreement except that such invoices shall be submitted within ninety (90) days from the date of service along with documentation of submission to and denial by the other funding source. In the event the Service Agency is later paid for the rendered services by any other funding source, the Service Agency shall reimburse all amounts to JPD for the rendered service within thirty (30) days of receiving such payment. The Service Agency shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid. A list of insurance companies accepted by the Service Agency should be submitted to JPD. Any changes to the list of insurance providers shall be submitted to the Juvenile Probation Department before any changes take effect.

3. This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Service Agency shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to JPD.

II. PAYMENT FOR SERVICES

- A. For and in consideration of the above-mentioned services, the County agrees to pay the Service Agency from current revenues available in the following amounts:

<u>Service Level</u>	<u>Type of Facility</u>	<u>Daily Rates</u>
1. Basic Service Level	Child Placing Agency	\$ 39.52
	Facility	\$ 42.18
2. Moderate Service Level	Child Placing Agency	\$ 71.91
	Facility	\$ 96.17

3. Specialized Service Level	Child Placing Agency Facility	\$ 95.79 \$138.25
4. Intense Service Level	Child Placing Agency Facility	\$175.66 \$242.85
5. Emergency Shelter		\$115.44

For juveniles placed in the facility under the Title IV-E program, the County agrees to pay the facility based on the Texas Department of Family and Protective Services levels of care as currently effective or subsequently amended.

B. PAYMENT PROCESS

JPD receives an invoice from the Service Agency pursuant to Paragraph I.Y.1. JPD will verify the services performed by the Service Agency through JPD's purchase of service request. JPD will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check for the service provider. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Service Agency shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to paragraph I.R. of this agreement. The El Paso County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Service Agency. The County of El Paso shall make payments within thirty (30) days of receipt to County entity.

III. 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 agreement and to review County client records. The examination and evaluation of the program will include unscheduled site visitations and observations of programs in operation.
- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, the State of Texas or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records.
- D. **Record Retention:**
Service Agency shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three (3) years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Service

Agency must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.

- E. **Sanctions:** JPD shall conduct monitoring and evaluation of the performances of the Service Agency or any subcontractor rendered pursuant to the contract every six months through use of the Private Service Provider Contractual Monitors and Evaluation Report (**Exhibit C**). JPD will notify the Service Agency in writing of any deficiencies noted during such monitoring and may initiate the withholding suspension or reduction of payments as appropriate, based upon such monitoring,
1. As determined in the reasonable judgment of JPD, failure of the Service Agency to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Service Agency to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this contract and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments made pursuant to paragraph II B. Service Agency may be ineligible to receive future contracts.
 2. Service Agency warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Service Agency. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within thirty (30) days of execution of this agreement.
 3. Service Agency shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months as well as during the term of this agreement along with any results and/or findings related to the Service Agency conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Probation Commission, Texas Department of Family and Protective Services, FBI, etc.
 4. **Service agency shall notify the El Paso County Juvenile Probation Department within 24 hours of any incidents to include, but not limited to the following:**
 - a. A child dies while in your care. (Death or attempted suicide of a child)
 - b. A critical injury or illness that warrants treatment by a medical professional or hospitalization, including dislocated, fractured, or broken bones, concussions, lacerations, requiring stitches, second and third degree burns, and damage to internal organs.
 - c. Allegations of abuse, neglect, or exploitation of a child; or any incident where there are indications that a child in care may have been abused, neglected, or exploited.
 - d. Physical abuse committed by or against a child.
 - e. Sexual abuse committed by or against a child.

- f. A child is indicted, charged, or arrested for a crime.
- g. Absent without Leave (AWOL and/or Escape)
- h. Riots, rebellion, taking of hostages.

Service agency shall place a phone call and/or e-mail to the assigned El Paso County JPD probation officer or case manager within **24** hours of the incident. In the event neither probation officer nor case manager is available, service agency shall contact El Paso County JPD at (915) 849-2500.

Service agency shall forward any and all investigating reports and findings regarding any investigation conducted to the assigned probation officer or case manager.

IV. FEE ASSESSMENT

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

V. EQUAL OPPORTUNITY

- A. Service Agency certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the American with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.
- B. Service Agency agrees that it will not engage in any religious indoctrination or require any of the children placed with the agency under this agreement to participate in any religious activity. Service Agency further agrees that it will not impose any sanctions or deny any benefits to any children placed with the agency under this contract solely on account of the child's religious beliefs or because the child does not participate in religious activities. Service Agency further agrees that it will not engage in any activity with respect to the children placed with the agency under this contract that would constitute an establishment of religion or in any manner violate the rights of the children to religious freedom under the First Amendment of the United States Constitution.

least thirty (30) days advanced written notice of any lapse, amendment or cancellation.

- C. Service Agency shall maintain at its own expense, malpractice insurance with a policy limit of not less than \$ 300,000.00. Such policy shall be with an insurance company licensed to do business or admitted on a surplus lines basis in Texas and shall be satisfactory to the County. **All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.**
- D. Service Agency warrants that it and its individual providers are certified, approved or licensed by all Federal, State or local agencies or departments which have jurisdiction to regulate any activity performed in or by a child residential treatment facility. Proof of such certification, approval or license shall be provided to the El Paso County Juvenile Probation Department within ten (10) days of execution of this agreement.

IX. MISCELLANEOUS

- A. **Independent Contractor**. Nothing in this agreement shall be construed as creating the relationship of employer and employee between the County and the Service Agency. The Service Agency shall be deemed at all times to be an independent contractor.
- B. **Assignment**. The Service Agency shall not sell, assign, convey or otherwise transfer any rights or obligations under this agreement without prior written consent of the County.
- C. **Complete Agreement**. This written agreement expresses the entire agreement between the parties and shall not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2011.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Veronica Escobar

Date

Approved as to form:

POST COUNTRY CARE

Assistant County Attorney

Mr. Jeff Pirtle
Administrator

Date
(Signer must have legal authority to bind Corporation)

Approved as to content:

Roger Martinez
Chief Juvenile Probation Officer

Date

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

In accordance with the provisions set forth herein, the County of El Paso on behalf of the Juvenile Probation Department, hereinafter “JPD” and Rite of Passage Inc., a Nevada Corporation authorized to do business in Texas, hereinafter called “Service Agency”, agree as follows:

I. PROVISION OF SERVICES

The Service Agency shall provide the following professional services, for children placed for services by the El Paso County Juvenile Probation Department:

- A. The Service Agency will assist El Paso County with the transportation of the juveniles to the facility from El Paso County and to El Paso County from the facility.
- B. The Service Agency shall provide necessary residential services including, but not limited to, food, shelter, clothing and supervision.
- C. The Service Agency shall provide necessary counseling services including, but not limited to, individual, group and family/parental involvement.
- D. The Service Agency shall provide within the limits of state and federal law, access to a free appropriate public education and related services through the local public school district.
- E. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by the Service Agency.
- F. Each Client placed with the Service Agency shall have a written Child/Family Service Plan (CFSP), developed in concert with the client and mutually agreed upon by the appropriate Service Agency Staff and Supervising Juvenile Probation Officer, parent and juvenile prior to placement, identifying how the nine (9) domains pertains to the child.
- G. The CFSP shall be reviewed jointly by the appropriate Service Agency staff, the child and the Supervising Juvenile Probation Officer at reasonable intervals, not to exceed one hundred eighty (180) days, to assess the client’s progress with modification of the CFSP being made when indicated.
 - 1. Service Agency shall assist in the completion of the Review of Child/Family Service Plan (**Exhibit A**) every one hundred eighty (180) days.

2. The child's progress shall be assessed on each identified goal(s) pertaining to the child within the nine (9) domains listed in **(Exhibit A)**.
 3. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis **(Exhibit B)**. **Failure to comply with this provision will result in withholding of payment.**
- H. The CFSP shall contain the reasons why the placement will benefit the client and specify behavior goals and objectives as they pertain to the nine (9) domains being sought for each client. Included shall be how the goals and objectives are to be achieved in the Service Agency placement.
- I. Copies of the original CFSP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- J. The Service Agency shall ensure that, before a child is permitted to participate in a furlough, home visit, or extended agency trip, a court order has been obtained from the 65th Judicial District Court approving the child's absence for the appropriate length of time.
- K. The Service Agency shall ensure that unless otherwise stipulated by the County, the child may visit freely with parent(s) and relatives at the home in accordance with established Service Agency policies.
- L. The Service Agency shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the Program Specialist, and the Texas Department of Protective and Regulatory Services Abuse and Neglect Hotline 1-800-252-5400 or fax the information to 1-800-832-2090 and Arizona Department of Economic Security Child Protective Services, Child Protective Services Hotline 1-888-767-2445.
- The Service Agency shall also ensure that all of their paid, volunteer and intern staff are trained to properly identify child physical, emotional, sexual abuse and neglect and to follow the appropriate reporting procedures to the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline 1-800-252-5400 or fax the information to 1-800-832-2090 and Arizona Department of Economic Security Child Protective Services, Child Protective Services Hotline 1-888-767-2445.
- M. If a child in placement at a Service Agency makes an unauthorized departure, becomes seriously ill, is involved in an accident of a serious nature, the Service Agency shall notify the child's Probation Officer and the Program Specialist immediately and ensure that the parents and proper authorities are notified, including the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090.
- N. The County reserves the right to terminate the child's placement at the Service Agency at any time at its discretion. The Service Agency must not release a child to any person or agency other than the El Paso County Juvenile Probation Department

designated Transportation Officer without the express written consent of the County.

- O. Upon successful completion of the program, a Discharge Plan to include, but not limited to, school records, school withdrawal form and Community Improvement Program hours form, needs to be provided to the supervising probation officer at least fourteen (14) calendar days prior to the date of successful discharge. Should a juvenile be negatively discharged, a Discharge Plan to include, but not limited to, school records, school withdrawal form and Community Improvement Program hours form, must accompany the juvenile at the time of transport to the El Paso County Juvenile Detention Center. Failure to comply with this provision will result in withholding of payment.
- P. If the juvenile is currently prescribed medication and is discharged from the facility, the Service Agency will send enough of the medication to cover thirty (30) days or will send a new prescription with the juvenile. Failure to comply with this provision will result in withholding of payment.
- Q. Eligibility to Receive Payment on State Contracts.

Under Texas Family Code § 231.006, the Service Agency certifies that the individual or business entity named in this agreement 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 certificate is inaccurate.

- R. The Service Agency shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph II.B. of this agreement. Service Agency shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Service Agency 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 Agency 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 Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Agency and the requirement to cooperate is included in any subcontract it awards.
 - 1. Periodic Financial Reporting:
Service Agency shall provide semiannual, as well as, annual financial statements to include but are not limited to the following:
 - a. Trial Balance, Balance Sheet, Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by Services Agency; or
 - b. Independent Audit or Review (prepared in accordance with GAAP) based on Service Agency's fiscal year. Service Agency shall provide the County certified copies of the most recent documents of any, or all listed above, within 90 days from the Service Agency's financial year-end.

- S. Service Agency certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.
- T. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, the County will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- U. The Service Agency is under no obligation to retain space for the client in an unauthorized departure situation. However, in no event shall the County pay for the days when clients were absent without authorization, but no space in the program was retained for such absent client(s) by the Service Agency. The County must be informed in writing if and for how long the Service Agency intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Agency intends to retain the space.
- V. Upon entrance into the program, major medical insurance is in place to reduce the exposure to major medical liability for both Rite of Passage, Inc. and El Paso County Juvenile Probation Department.
- W. Prior written authorization by the El Paso County Chief Juvenile Probation Officer or his designee shall be obtained for any and all dental and medical services provided by the Service Agency. Exception to prior approval is hereby granted if it is medically determined that dental and/or medical services are required due to an emergency involving an immediate danger to the health and safety of the client. Dental and medical services shall be reimbursed by Texas Medicaid for eligible children in eligible settings. Should medical service not meet Medicaid eligibility the County of El Paso upon submission of an invoice for pre-authorized or emergency services, will reimburse the service provider.
- X. Service Agency 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 with those funds. Service Agency 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 Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Service Agency and the requirement to cooperate is included in any subcontract it awards.
- Y.
 - 1. Service Agency shall submit claims on invoices bearing agency's letterhead no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Service Agency's invoice must indicate an accurate mailing address, telephone number where Service Agency can be reached during normal business hours, an invoice number, contract number **KK-11-501**, juvenile's name, type of service and related cost. Copy of the monthly

progress report must be included with invoice as supporting documentation for payment. If the copy of the monthly progress report is not submitted with the invoice, payment will be delayed until documentation is provided to JPD. Invoices not timely submitted shall not be paid.

2. Service Agency shall establish procedures to seek and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources (such as Medicaid, CHIP, CHAMPUS or other public or private insurance), as applicable for eligible children in eligible settings. A covered service is a service for which reimbursement from either a public or private insurance plan is available. JPD shall be the payer of last resort. The service agency shall not bill JPD for any services rendered for which payment was reviewed from any and all state/federal or other sources, as applicable. The Service Agency is required to accept the amount paid by any and all state/federal or other sources, as applicable, as payment in full.

Invoice for services timely billed to but denied by other funding sources may be submitted to the County in accordance with the requirements of this contract except that such invoices shall be submitted within ninety (90) days from the date of service along with documentation of submission to and denial by the other funding source. In the event the Service Agency is later paid for the rendered services by any other funding source, the Service Agency shall reimburse all amounts to JPD for the rendered service within thirty (30) days of receiving such payment. The Service Agency shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid. A list of insurance companies accepted by the Service Agency should be submitted to JPD. Any changes to the list of insurance providers shall be submitted to JPD before any changes take effect.

3. This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Service Agency shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to JPD.

II. PAYMENT FOR SERVICES

- A. For and in consideration of the above-mentioned services, the County agrees to pay the Service Agency from current revenues available in the following amounts:

<u>Service Level</u>	<u>Type of Facility</u>	<u>Daily Rates</u>
1. Basic Service Level	Child Placing Agency	\$ 39.52
	Treatment Facility	\$ 42.18

2. Moderate Service Level	Child Placing Agency	\$ 71.91
	Treatment Facility	\$ 96.17
3. Specialized Service Level	Child Placing Agency	\$ 95.79
	Treatment Facility	\$138.25
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III. 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 agreement and to review County client records. The examination and evaluation of the program will include unscheduled site visitations and observations of programs in operation.
- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, the State of Texas or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records.
- D. **Record Retention:**
Service Agency shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit

involving these records commences before the three year period expires, the Service Agency must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.

- E. **Sanctions:** JPD shall conduct monitoring and evaluation of the performances of the Service Agency or any subcontractor rendered pursuant to the contract every six months through use of the Private Service Provider Contractual Monitors and Evaluation Report (**Exhibit C**). JPD will notify the Service Agency in writing of any deficiencies noted during such monitoring and may initiate the withholding suspension or reduction of payments as appropriate, based upon such monitoring,
1. As determined in the reasonable judgment of JPD, failure of the Service Agency to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Service Agency to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this agreement and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments made pursuant to paragraph II B. Service Agency may be ineligible to receive future contracts.
 2. Service Agency warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Service Agency. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within thirty (30) days of execution of this agreement.
 3. Service Agency shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months as well as during the term of this agreement along with any results and/or findings related to the Service Agency conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Probation Commission, Texas Department of Family and Protective Services, FBI, etc.
 4. **Service Agency shall notify the El Paso County Juvenile Probation Department within 24 hours of any incidents to include, but not limited to the following:**
 - a. A child dies while in your care. (Death or attempted suicide of a child)
 - b. A critical injury or illness that warrants treatment by a medical professional or hospitalization, including dislocated, fractured, or broken bones, concussions, lacerations, requiring stitches, second and third degree burns, and damage to internal organs.
 - c. Allegations of abuse, neglect, or exploitation of a child; or any incident where there are indications that a child in care may have been abused, neglected, or exploited.
 - d. Physical abuse committed by or against a child.

- e. Sexual abuse committed by or against a child.
- f. A child is indicted, charged, or arrested for a crime.
- g. Absent without Leave (AWOL and/or Escape)
- h. Riots, rebellion, taking of hostages.

Service Agency shall place a phone call and/or e-mail to the assigned El Paso County JPD probation officer or case manager within **24** hours of the incident. In the event neither probation officer nor case manager is available, Service Agency shall contact El Paso County JPD at (915) 849-2500.

Service Agency shall forward any and all investigating reports and findings regarding any investigation conducted to the assigned probation officer or case manager.

IV. FEE ASSESSMENT

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

V. EQUAL OPPORTUNITY

- A. Service Agency certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the American with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.
- B. Service Agency agrees that it will not engage in any religious indoctrination or require any of the children placed with the agency under this agreement to participate in any religious activity. Service Agency further agrees that it will not impose any sanctions or deny any benefits to any children placed with the agency under this agreement solely on account of the child's religious beliefs or because the child does not participate in religious activities. Service Agency further agrees that it will not engage in any activity with respect to the children placed with the agency under this agreement that would constitute an establishment of religion or in any manner violate the rights of the children to religious freedom under the First Amendment of the United States Constitution.

insurance company licensed to do business or admitted on a surplus lines basis in Texas and shall be satisfactory to the County. **All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.**

- D. Service Agency warrants that it and its individual providers are certified, approved or licensed by all Federal, State or local agencies or departments which have jurisdiction to regulate any activity performed in or by a child residential treatment facility. Proof of such certification, approval or license shall be provided to the El Paso County Juvenile Probation Department within ten (10) days of execution of this agreement.

IX. MISCELLANEOUS

- A. **Independent Contractor.** Nothing in this agreement shall be construed as creating the relationship of employer and employee between the County and the Service Agency. The Service Agency shall be deemed at all times to be an independent contractor.
- B. **Assignment.** The Service Agency shall not sell, assign, convey or otherwise transfer any rights or obligations under this agreement without prior written consent of the County.
- C. **Complete Agreement.** This written agreement expresses the entire agreement between the parties and shall not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2011.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Veronica Escobar

Date

Approved as to form:

RITE OF PASSAGE, INC.

Assistant County Attorney

Carolyn Jenkins-Bower
Chief Financial Officer

Date
(Signer must have legal authority to bind Corporation)

Approved as to content:

Roger Martinez
Chief Juvenile Probation Officer

Date

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**SETON HOME
CONTRACT FOR RESIDENTIAL SERVICES**

In accordance with the provisions set forth herein, the County of El Paso on behalf of the Juvenile Probation Department, hereinafter “JPD” and Seton Home, a Texas non-profit corporation, d/b/a Seton Home Inc., hereinafter called “Service Agency”, agree as follows:

I. PROVISION OF SERVICES

The Service Agency shall provide the following professional services, for children placed for services by the El Paso County Juvenile Probation Department:

- A. The Service Agency will assist El Paso County with the transportation of the juveniles to the facility to and from the San Antonio International Airport.
- B. The Service Agency shall provide necessary residential services including, but not limited to, food, shelter, clothing and supervision.
- C. The Service Agency shall provide necessary counseling services including, but not limited to, individual, group and family/parental involvement.
- D. The Service Agency shall provide within the limits of state and federal law, access to a free appropriate public education and related services through the local public school district.
- E. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by the Service Agency.
- F. Each Client placed with the Service Agency shall have a written Child/Family Service Plan (CFSP), developed in concert with the client and mutually agreed upon by the appropriate Service Agency Staff and Supervising Juvenile Probation Officer, parent and juvenile prior to placement, identifying how the nine (9) domains pertains to the child.
- G. The CFSP shall be reviewed jointly by the appropriate Service Agency staff, the child and the Supervising Juvenile Probation Officer at reasonable intervals, not to exceed one hundred eighty (180) days, to assess the client’s progress with modification of the CFSP being made when indicated.
 - 1. Service Agency shall assist in the completion of the Review of Child/Family Service Plan (**Exhibit A**) every one hundred eighty (180) days.
 - 2. The child’s progress shall be assessed on each identified goal(s) pertaining to the child within the nine (9) domains listed in the CFSP.

3. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis (**Exhibit B**). **Failure to comply with this provision will result in withholding of payment.**
- H. The CFSP shall contain the reasons why the placement will benefit the client and specify behavior goals and objectives as they pertain to the nine (9) domains being sought for each client. Included shall be how the goals and objectives are to be achieved in the Service Agency placement.
- I. Copies of the original CFSP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- J. The Service Agency shall ensure that, before a child is permitted to participate in a furlough, home visit, or extended agency trip, a court order has been obtained from the 65th Judicial District Court approving the child's absence for the appropriate length of time.
- K. The Service Agency shall ensure that unless otherwise stipulated by the 65th Judicial District Court, the child may visit freely with parent(s) and relatives at the home in accordance with established Service Agency policies.
- L. The Service Agency shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the Program Specialist, and the Texas Department of Protective and Regulatory Services Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090.
- The Service Agency shall also ensure that all of their paid, volunteer and intern staff are trained to properly identify child physical, emotional, sexual abuse and neglect and to follow the appropriate reporting procedures to the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090.
- M. If a child in placement at a Service Agency makes an unauthorized departure, becomes seriously ill, is involved in an accident of a serious nature, the Service Agency shall notify the child's Probation Officer and the Program Specialist immediately and ensure that the parents and proper authorities are notified, including the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090.
- N. The County reserves the right to terminate the child's placement at the Service Agency at any time at its discretion. The Service Agency must not release a child to any person or agency other than the El Paso County Juvenile Probation Department designated Transportation Officer without the express written consent of the County.
- O. Upon successful completion of the program, a Discharge Plan to include, but not limited to, school records, school withdrawal form and Community Improvement Program hours form, needs to be provided to the supervising probation officer at least fourteen (14) calendar days prior to the date of successful discharge. Should a

juvenile be negatively discharged, a Discharge Plan to include, but not limited to, school records, school withdrawal form and Community Improvement Program hours form, must accompany the juvenile at the time of transport to the El Paso County Juvenile Detention Center. Failure to comply with this provision will result in withholding of payment.

P. If the juvenile is currently prescribed medication and is discharged from the facility, the Service Agency will send enough of the medication to cover thirty (30) days or will send a new prescription with the juvenile. Failure to comply with this provision will result in withholding of payment.

Q. Eligibility to Receive Payment on State Contracts.

Under Texas Family Code § 231.006, the Service Agency certifies that the individual or business entity named in this agreement 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 certificate is inaccurate.

R. The Service Agency shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph II.B. of this agreement. Service Agency shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Service Agency 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 Agency 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 Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Agency and the requirement to cooperate is included in any subcontract it awards.

1. Periodic Financial Reporting:

Service Agency shall provide semiannual, as well as, annual financial statements to include, but are not limited to, the following:

a. Trial Balance, Balance Sheet, Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by Services Agency; or

b. Independent Audit or Review (prepared in accordance with GAAP) based on Service Agency's fiscal year. Service Agency shall provide the County certified copies of the most recent documents of any, or all listed above, within 90 days from the Service Agency's financial year-end.

S. Service Agency certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.

T. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, the

County will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.

- U. The Service Agency is under no obligation to retain space for the client in an unauthorized departure situation. However, in no event shall the County pay for the days when clients were absent without authorization, but no space in the program was retained for such absent client(s) by the Service Agency. The County must be informed in writing if and for how long the Service Agency intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Agency intends to retain the space.
- V. Service Agency shall complete and submit Medicaid Application upon **initial date of placement**. Service Agency is responsible for filing Medicaid paperwork within the mandatory/specified time frames. **The El Paso County Juvenile Probation Department will not subsidize Medicaid payments.**
- W. Prior written authorization by the El Paso County Chief Juvenile Probation Officer, or his designee shall be obtained for any and all dental and medical services provided by the Service Agency. Exception to prior approval is hereby granted if it is medically determined that dental and/or medical services are required due to an emergency involving an immediate danger to the health and safety of the client. Dental and medical services shall be reimbursed by Texas Medicaid for eligible children in eligible settings. Should medical service not meet Medicaid eligibility the County of El Paso upon submission of an invoice for pre-authorized or emergency services, will reimburse the service provider.
- X. Service Agency 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 with those funds. Service Agency 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 Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Service Agency and the requirement to cooperate is included in any subcontract it awards.
- Y.
 1. Service Agency shall submit claims on invoices bearing agency's letterhead no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Service Agency's invoice must indicate an accurate mailing address, telephone number where Service Agency can be reached during normal business hours, an invoice number, contract number **KK-11-502**, juvenile's name, type of service and related cost. Copy of the monthly progress report must be included with invoice as supporting documentation for payment. If the copy of the monthly progress report is not submitted with the invoice, payment will be delayed until documentation is provided to JPD. Invoices not timely submitted shall not be paid.
 2. Service Agency shall establish procedures to seek and bill payment for

services rendered pursuant to this agreement from any and all state/federal or other sources (such as Medicaid, CHIP, CHAMPUS or other public or private insurance), as applicable for eligible children in eligible settings. . A covered service is a service for which reimbursement from either a public or private insurance plan is available. JPD shall be the payer of last resort. The Service Agency shall not bill JPD for any services rendered for which payment was reviewed from any and all state/federal or other sources, as applicable. The Service Agency is required to accept the amount paid by any and all state/federal or other sources, as applicable, as payment in full.

Invoice for services timely billed to but denied by other funding sources may be submitted to the County in accordance with the requirements of this agreement except that such invoices shall be submitted within ninety (90) days from the date of service along with documentation of submission to and denial by the other funding source. In the event the Service Agency is later paid for the rendered services by any other funding source, the Service Agency shall reimburse all amounts to JPD for the rendered service within thirty (30) days of receiving such payment. The Service Agency shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid. A list of insurance companies accepted by the Service Agency should be submitted to JPD. Any changes to the list of insurance providers shall be submitted to JPD before any changes take effect.

3. This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Service Agency shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to JPD.

II. PAYMENT FOR SERVICES

- A. For and in consideration of the above-mentioned services, the County agrees to pay the Service Agency from current revenues available in the following amounts:

<u>Service Level</u>	<u>Type of Facility</u>	<u>Daily Rates</u>
1. Basic Service Level	Facility	\$ 42.18
2. Moderate Service Level	Facility	\$ 96.17
3. Specialized Service Level	Facility	\$138.25

For juveniles placed in the facility under the Title IV-E program, the County agrees to pay the facility based on the Texas Department of Family and Protective Services levels of care as currently effective or subsequently amended.

B. PAYMENT PROCESS

JPD receives an invoice from the Service Agency pursuant to Paragraph I.Y.1. JPD will verify the services performed by the Service Agency through JPD's purchase of service request. JPD will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check for the service provider. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Service Agency shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to paragraph I.R. of this agreement. The El Paso County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Service Agency. The County of El Paso shall make payments within thirty (30) days of receipt to County entity.

III. **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 agreement and to review County client records. The examination and evaluation of the program will include unscheduled site visitations and observations of programs in operation.

B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.

C. The Service Agency shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, the State of Texas or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records.

D. **Record Retention:**

Service Agency shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Service Agency must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.

E. **Sanctions:** JPD shall conduct monitoring and evaluation of the performances of the Service Agency or any subcontractor rendered pursuant to the contract every six (6) months through use of the Private Service Provider Contractual Monitors and Evaluation Report (**Exhibit C**). JPD will notify the Service Agency in writing of any deficiencies noted during such monitoring and may initiate the withholding suspension or reduction of payments as appropriate, based upon such monitoring,

1. As determined in the reasonable judgment of JPD, failure of the Service Agency to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Service Agency to properly

administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this agreement and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments made pursuant to paragraph II B. Service Agency may be ineligible to receive future contracts.

2. Service Agency warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Service Agency. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within thirty (30) days of execution of this agreement.
3. Service Agency shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months as well as during the term of this agreement along with any results and/or findings related to the Service Agency conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Probation Commission, Texas Department of Family and Protective Services, FBI, etc.
4. **Service agency shall notify the El Paso County Juvenile Probation Department within 24 hours of any incidents to include, but not limited to the following:**
 - a. A child dies while in your care. (Death or attempted suicide of a child)
 - b. A critical injury or illness that warrants treatment by a medical professional or hospitalization, including dislocated, fractured, or broken bones, concussions, lacerations, requiring stitches, second and third degree burns, and damage to internal organs.
 - c. Allegations of abuse, neglect, or exploitation of a child; or any incident where there are indications that a child in care may have been abused, neglected, or exploited.
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Service agency shall place a phone call and/or e-mail to the assigned El Paso County JPD probation officer or case manager within **24** hours of the incident. In the event neither probation officer nor case manager is available, service agency shall contact El Paso County JPD at (915) 849-2500.

Service agency shall forward any and all investigating reports and findings regarding any investigation conducted to the assigned probation officer or case manager.

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- B. Service Agency agrees that it will not engage in any religious indoctrination or require any of the children placed with the agency under this contract to participate in any religious activity. Service Agency further agrees that it will not impose any sanctions or deny any benefits to any children placed with the agency under this agreement solely on account of the child's religious beliefs or because the child does not participate in religious activities. Service Agency further agrees that it will not engage in any activity with respect to the children placed with the agency under this agreement that would constitute an establishment of religion or in any manner violate the rights of the children to religious freedom under the First Amendment of the United States Constitution.

VI. TERM AND TERMINATION

- A. Regardless of date of execution this agreement shall be effective **November 1, 2011** and shall continue until **October 31, 2012**.
- B. JPD and Service Agency may mutually agree to terminate this Agreement at any time by giving thirty (30) day written notice to terminate. Service Agency may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement without notice immediately in the event the Service Agency fails to comply with any provision of this agreement. Service Agency shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

Notice Shall Be Mailed To JPD: Roger Martinez, Chief
Juvenile Probation Officer
Juvenile Probation Department
6400 Delta Drive
El Paso, TX 79905-5408

To Service Agency: Ms. Margret Starkey
Executive Director
Seton Home, Inc.
1115 Mission Road
San Antonio, TX 77821

VII. LAW AND VENUE

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

VIII. INDEMNITY, INSURANCE AND CERTIFICATION

- A. Service Agency shall indemnify and hold harmless, the County, its agents, Officer, employees and public officials, from any and all injury and damage to persons or property caused by the negligent or intentional acts or omissions of agency, its agents, employees, patients, clients and invitees, including the negligent supervision of any person residing at or participating at its facility or in any of its programs.
- B. Service Agency shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$ 300,000.00 for personal injury and \$ 100,000.00 for property damage. Such policies shall be with an insurance company licensed to do business or admitted on a surplus lines basis in Texas and shall be satisfactory to the County. **All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.**
- C. Service Agency shall maintain at its own expense, malpractice insurance with a policy limit of not less than \$ 300,000.00. Such policy shall be with an insurance company licensed to do business or admitted on a surplus lines basis in Texas and shall be satisfactory to the County. **All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.**
- D. Service Agency warrants that it and its individual providers are certified, approved or licensed by all Federal, State or local agencies or departments which have jurisdiction to regulate any activity performed in or by a child residential treatment facility. Proof of such certification, approval or license shall be provided to the El

Paso County Juvenile Probation Department within ten (10) days of execution of this agreement.

IX. MISCELLANEOUS

- A. **Independent Contractor**. Nothing in this agreement shall be construed as creating the relationship of employer and employee between the County and the Service Agency. The Service Agency shall be deemed at all times to be an independent contractor.
- B. **Assignment**. The Service Agency shall not sell, assign, convey or otherwise transfer any rights or obligations under this contract without prior written consent of the County.
- C. **Complete Agreement**. This written agreement expresses the entire agreement between the parties and shall not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2011.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Veronica Escobar

Date

Approved as to form:

SETON HOME, INC.

Assistant County Attorney

Ms. Margret Starkey
Executive Director

Date
**(Signer must have legal authority to
bind Corporation)**

Approved as to content:

Roger Martinez
Chief Juvenile Probation Officer

Date

COUNTY LEGAL REVIEW FORM

KK-11-494, KK-11-495, KK-11-496, KK-11-497, KK-11-498, KK-11-499,
KK-11-500, KK-11-501, KK-11-502

Contract Description: Residential services agreements between El Paso County on behalf of the El Paso Juvenile Probation Department and The Bair Foundation of Texas, Camp Comanche d/b/a Pegasus, Cornell d/b/a/ Hector Garza Center, Gulf Coast Trades Center, Lutheran Social Services of the South, Inc., New Life Children’s Treatment Center, Post Country Care, Rite of Passage, Inc., Seton Home for Pregnant Women.

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

- Approved as to Form as Submitted
- Approved as to Form with Amendments/Modifications/Reservations Noted Below*
- Not Approved

This document has been given legal review by the El Paso County Attorney’s Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Christina Sanchez
Assistant County Attorney

CHILD/FAMILY CASE PLAN
(IV-E Residential Placement)

IDENTIFYING INFORMATION	
Child's Name:	County:
Child's Date of Birth:	Caseworker PID#:

PURPOSE OF PLAN: The goals and tasks outlined in this plan are designed to help resolve issues that led to your involvement with the juvenile justice system and to ensure the safety, permanency, and well being of your family. You will be expected to participate in developing this case plan and demonstrate progress in achieving the goals listed. Your progress will be reviewed and evaluated. In addition to the activities outlined in the case plan, you are expected to adhere to all court ordered conditions of probation.

PRIOR SERVICES: List all services previously provided to help the child remain safely with the family. If no services were provided there **MUST** be an explanation.

FACILITY INFORMATION	
Name of Facility:	Date of Placement:
Address:	How Licensed:
City/State/Zip:	Phone #:

NEED FOR PLACEMENT: Explain why this child requires placement. Discuss the child's behavior **AND** the family situation.

WAS THE FAMILY NOTIFIED OF THE CHILD'S REMOVAL? Yes No

HOW WERE THEY NOTIFIED? _____ **DATE NOTIFIED:** _____

APPROPRIATENESS OF PLACEMENT: Explain what specific services are being provided to meet the child's needs as discussed in the 'need for placement' above.

DESCRIPTION OF THE CURRENT PLACEMENT *(Provide a physical description of the living arrangement in which the child is placed. Refer to the Case Plan Supplement for additional information.)*

HOW WILL THE CAREGIVER ENSURE THE SAFETY OF THE CHILD WHILE IN PLACEMENT? *(More than just a statement that the placement is safe is required. Refer to the Case Plan Supplement for additional information.)*

LEAST RESTRICTIVE (MOST FAMILY-LIKE) PLACEMENT *(If the child was not placed in the least restrictive setting possible (a foster family home of 6 or fewer children), explain why. Refer to the Case Plan Supplement for additional information.)*

CLOSE PROXIMITY – SCHOOL *(Was the proximity of the school the child attended prior to placement considered? Refer to the Case Plan Supplement for additional information.)*

CLOSE PROXIMITY – PARENTS *(If the placement is not in close proximity of the parent's home, explain why. Refer to the Case Plan Supplement for additional information.)*

OUT OF STATE PLACEMENT: If the child is placed outside of Texas, explain why this is in the best interest of the child.

PERMANENCY

PERMANENCY PLAN: Plan for the safe and permanent placement of the child.

- Return to parent * Emancipation/independent living *(explanation required)* Adoption
 Place with relative * Other permanent living arrangement *(explanation required)*

***If EMANCIPATION/INDEPENDENT LIVING or OTHER PERMANENT LIVING ARRANGEMENT is the permanency plan, explain why this is in the best interest of the child:**

Projected permanency date: _____

MEDICAL/DENTAL DOMAIN
NAMES & ADDRESSES OF CHILD'S MOST RECENT HEALTHCARE PROVIDERS (prior to placement)

MEDICAL	DENTAL
Name:	Name:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone #:	Phone #:

Child's current medications (including psychotropic meds):

Indicate what medications are for:

List any other important medical information/concerns:

DATE CHILD'S IMMUNIZATION & HEALTH RECORDS WERE PROVIDED TO CAREGIVER:

Goal / Need	Intervention	Person Responsible	Time Frame
1.			
2.			
3.			

SAFETY/SECURITY DOMAIN

Goal / Need	Intervention	Person Responsible	Time Frame
1.			
2.			
3.			

EDUCATIONAL DOMAIN

NAME & ADDRESS OF CHILD'S MOST RECENT EDUCATIONAL PROVIDER (prior to placement)

Name:	Phone #:
Address:	City/State:

Child's current grade level placement:

Child's current grade level performance:

DATE CHILD'S EDUCATIONAL RECORDS WERE PROVIDED TO CAREGIVER:

Goal / Need	Intervention	Person Responsible	Time Frame
1.			
2.			
3.			

EMOTIONAL (MENTAL/BEHAVIORAL HEALTH) DOMAIN

Goal / Need	Intervention	Person Responsible	Time Frame
1.			
2.			
3.			
3.			

PREPARATION FOR ADULT LIVING (PAL)/VOCATIONAL DOMAIN *(if child is or will be 16 before next review)*

Goal / Need	Intervention	Person Responsible	Time Frame
1.			
2.			
3.			

TRANSITIONAL SERVICES DOMAIN *(services to transition the youth back into the community)*

Goal / Need	Intervention	Person Responsible	Time Frame
1.			
2.			
3.			

FAMILY SERVICES DOMAIN

Goal / Need	Intervention	Person Responsible	Time Frame
1.			
2.			
3.			

SUPPORT SERVICES PROVIDED TO CAREGIVER *(identify services the department will provide to the caregiver to assist in meeting the child's needs)*

Goal / Need	Intervention	Person Responsible	Time Frame
1.			
2.			
3.			

PARTICIPATION IN DEVELOPMENT & DISTRIBUTION OF CASE PLAN

	Child	Family	Caregiver	Name: Other
Date Notified				
Method of Notification				
Date of Participation				
Date Copy Received/Mailed				

CONTACT BETWEEN THE CHILD AND FAMILY

It is the family's right to have contact (i.e. letters, visits, telephone calls) with their child while he/she is in placement. The method and frequency of contact will be as follows:

Method of contact between child and family:

Frequency of contact between child and family:

CONTACT BETWEEN THE JPO AND CHILD/FAMILY/CAREGIVER

It is required that the JPO maintain contact with the child, family and caregiver on at least a monthly basis. This includes at least one face-to-face visit with the child each month.

PARENTAL/FAMILIAL RIGHTS AND RESPONSIBILITIES

Along with the right to visit your child, you have the right to be notified of any change in the placement of your child.

You have a right to be notified if there is a change in your visitation schedule.

You have the right to discuss any changes made in the placement of your child and the right to discuss this with the JPO's supervisor if you feel your concerns have not been addressed.

You have the right to know the plan of action necessary to have your child returned to you, and you have the responsibility to follow that plan in order to correct the circumstances which required the placement of your child in substitute care.

You have the right to be notified of any unusual occurrence regarding your child such as injury, illness, runaway, etc.

You have the right to be notified of any child facility staffing, placement review, or administrative hearing, which has the potential for impacting the return of your child. In addition, you have the responsibility to attend these staffings/reviews and participate in the development of the plan of action.

While your child is in placement, you have the right to have the situation reviewed at least every six months to ensure that appropriate treatment is being provided.

THE SERVICES DOCUMENTED IN THIS PLAN ARE APPROPRIATE AND CONSISTENT WITH THE BEST INTEREST AND SPECIFIC NEEDS OF THE CHILD AND FAMILY. THIS PLAN DOCUMENTS THE STEPS BEING TAKEN BY ALL PARTIES TO FINALIZE THE PERMANENCY PLAN.

SIGNATURES:

CHILD:	DATE:
FAMILY:	DATE:
CAREGIVER:	DATE:
JPO:	DATE:
SUPERVISOR:	DATE:

If any party has not, or refuses to sign, explain:

MONTHLY PROGRESS REPORT

MONTH: _____ **CHILD'S NAME:** _____

INITIAL DATE OF PLACEMENT: _____

Goals:

Monthly Summary:

List any violations of probation and/or major incidents:

Describe parent/guardian involvement in child's treatment and compliance with program requirements:



Texas Juvenile Probation Commission
Private Service Provider Contractual Monitoring and Evaluation Report¹

RESIDENTIAL SERVICES

GENERAL INFORMATION

Name of Juvenile Probation Department		County
Name of Person Completing Report		Title of Person Completing Report
Name of Persons Contributing to Report		Date Completed

PROVIDER INFORMATION

Name of Private Residential Service Provider		Review Period / Applicable Dates of Contract	Number of Youth Placed in Facility During Review Period ²
Mailing Address of Service Provider		City, State	Zip Code
Phone Number (000-000-0000)	Fax Number (000-000-0000)	E-Mail Address:	
Description and Frequency of Contracted Residential Service		Type of Residential Services: <input type="checkbox"/> Pre-Adjudication Secure Detention <input type="checkbox"/> Post-Adjudication Secure Correctional <input type="checkbox"/> TDFPS Licensed Facility <input type="checkbox"/> TCADA Facility <input type="checkbox"/> Out of State Licensed Facility <input type="checkbox"/> Other (Specify)	

The Texas Juvenile Probation Commission's State Financial Assistance Contract requires that private service providers that are paid in whole or part with state funds shall be monitored at least twice during the fiscal year for programmatic and financial compliance. Use Pages 2-5 of this document to record the contractual requirements placed on the service provider and the results of your semi-annual or applicable periodic monitoring of the performance of the service provider. Please complete the Evaluation Section below at least annually for all private residential service provider contracts to monitor the service provider's compliance with contractual programmatic and financial requirements. Please refer to the Commission's *Private Service Provider Contract Requirements Summary [TJPC-FIS-32-04]* for additional information on which service provider services require written contracts, performance measures and accountability provisions.

Overall Review of Service Provider Performance and Compliance with Contractual Provisions

	Satisfactory	Unsatisfactory*
Section I. Performance of Contract Goals, Outputs and Outcomes (see Page 2)	<input type="checkbox"/>	<input type="checkbox"/>
Section II. Compliance with Applicable General Legal Requirements (see Page 3)	<input type="checkbox"/>	<input type="checkbox"/>
Section III. Compliance with Accounting, Reporting and Auditing Requirements applicable to state funds received under the contract. (See Page 4)	<input type="checkbox"/>	<input type="checkbox"/>
Overall Performance and Compliance of Service Provider for this Review Period	<input type="checkbox"/>	<input type="checkbox"/>
Is Service Provider Eligible for Contract Renewal? Yes* <input type="checkbox"/> No <input type="checkbox"/>		

* If a private service provider is eligible for contract renewal but has any "Unsatisfactory" ratings, please attach documentation explaining this inconsistency.

¹ This form is provided by the Commission as a sample document that may be used in a comprehensive service provider monitoring program. This form is not required; however, adequate and complete written documentation must exist to evidence and detail the service provider monitoring performed by the juvenile probation department on at least a semi-annual basis. That documentation may consist of this form and/or a comparable document or documents of the juvenile probation department's choosing.

² Please make available a listing of all juveniles placed by your juvenile probation department with this service provider during the review period to facilitate case file review of these youth, if necessary.

Section I

Contract Goals, Outputs and Measurable Outcomes that Related Directly to Program Objectives

[The TJPC State Financial Assistance Contract requires that private service providers paid in whole or part with state funds be held accountable for delivery of quality services and all contracts shall include clearly defined goals, outputs and measurable outcomes that directly relate to program objectives.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail written contractual expectations and goals for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year the service provider's overall performance under Section I.

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Goals, Outputs and Measurable Outcomes based on the Texas Health & Human Services Commission Substitute Care Provider Outcome Standards:
- Required Measurement of Juvenile's Progress Toward Goals in 9 Domains:
 - Medical Domain
 - Safety and Security Domain
 - Recreational Domain
 - Educational Domain
 - Mental/Behavioral Health Domain
 - Relationship Domain
 - Socialization Domain
 - Permanence Domain
 - Parent and Child Participation Domain
- Required Individualized Treatment Plan
- Required Service Plan and Service Plan Review
- Child Specific Goals, Outputs and Measurable Outcomes
- Special Services or Programs (Specify)
- Periodic Progress Reports (Specify)
- Other (Specify)
- Other (Specify)

B. The following assessments of the performance of the service provider have been documented:

- Reviewed Service Plans completed for all children placed with private service provider.
Date Reviewed:
Date Reviewed:
- Reviewed Service Plan Reviews completed for all children placed with private service provider.
Date Reviewed:
Date Reviewed:

- Goals in service plans adequately consider needs of juveniles in placement with this service provider.

Date Assessed:
Date Assessed:

- Reviewed domain specific documentation for appropriate services (e.g., educational records, etc.).

Date Assessed:
Date Assessed:

C. The following additional actions have been taken to monitor the performance of this service provider:

- Onsite/personal visit with juveniles placed at facility to monitor progress juvenile in program.

Dates of Visit	Name of Officer/Individual
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- Contact with juvenile in facility and/or parent or guardian of juveniles (e.g., mail, phone, etc.)

Contact Date	Name of Officer/Individual
--------------	----------------------------

- Review of routine progress reports/service plans/treatment plans received from service provider regarding juveniles in placement.

Date Reviewed:
Date Reviewed:

- Participation in service plan development and/or reviews.

Date Participated:
Date Participated:

Complete Section D and E at end of review period:

D. Overall performance of residential service provider in Section I (Contract Goals, Outputs and Measurable Outcomes that Relate Directly to Program Objectives)

[Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section I]

Satisfactory

Unsatisfactory [if checked, please complete Section E below]

E. If Performance was unsatisfactory, please describe any actions taken regarding service provider.

Section II

General Legal and Regulatory Compliance of Service Provider

[The TJPC State Financial Assistance Contract requires that all private service providers paid in whole or part with state funds shall adhere to all applicable state and federal laws and regulations pertinent to the service provider's provision of services.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail the general legal and administrative requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year the service provider's overall performance under Section II.

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Requirement of compliance with all state and federal laws applicable to service provider and provision of services.
- Requirement of compliance with all applicable regulatory agency policies, procedures, and administrative rules.
- Requirement of current state license, certification, registration or other necessary regulatory permits, etc.
- Requirement that service provider disclose any pending or initiated criminal or governmental investigations and results/findings related to service provider (e.g., FBI, DOJ, TJPC, etc.).
- Other (Specify)
- Other (Specify)

B. The following actions have been taken to monitor the general legal compliance of this service provider:

For Secure Juvenile Facilities:

- Review of recent TJPC Compliance Monitoring, Enforcement and Tracking System reports (COMETS) regarding placement facility, if applicable.

Date Reviewed:
Date Reviewed:

- Confirm and review registration of facility on the TJPC Facility Registry, if applicable.

Date Reviewed:

- Receipt and review of copies of current juvenile board certification of facility.

Date Reviewed:

- Review of TJPC child abuse and neglect investigation statistics for facility.

Date Reviewed:
Date Reviewed:

- Personal visit/inspection of facility operations.

Dates of Visits	Name of Officer
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- Other (Specify)
- Other (Specify)
- Other (Specify)

For Non-Secure Facilities:

- Confirm facility holds required licensure with appropriate state entity (e.g., Texas Department of Family and Protective Services, Texas Commission on Alcohol and Drug Abuse, out-of-state, etc.).

Date Reviewed:

License Number:

Date Issued:

Issuing Entity:

State:

License in Good Standing: Yes No

- Receipt and review of TDFPS, TCADA or other state licensing agency facility monitoring or standards compliance reports.

Date Reviewed:
Date Reviewed:

- Review of TCADA or TDFPS child abuse and neglect investigation statistics for facility, if applicable.

Date Reviewed:

- Personal visit/inspection of facility operations.

Dates of Visits Name of Officer

- Other (Specify)

- Other (Specify)

- Other (Specify)

- Other (Specify)

Complete Section C and D at end of review period:

- C. Overall performance of residential service provider in Section II (General Legal and Regulatory Compliance of Service Provider)** [Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section II]

- Satisfactory**

- Unsatisfactory** [if checked, please complete Section D below]

- D. If Performance was unsatisfactory, please describe any actions taken regarding service provider.**

Section III

Accounting, Reporting and Auditing Requirements Applicable to State Funds Received Under the Contract

[The TJPC State Financial Assistance Contract requires that private service providers paid in whole or part with state funds be required to account separately for the receipt and expenditure of state funds and be required to comply with clearly specified accounting, reporting and auditing requirements.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail the financial accounting, reporting and auditing requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year the service provider's overall performance under Section III.

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Certification of service provider's eligibility to receive state funds under Texas Family Code Section 231.006.
- Requirement that service provider be a vendor in good standing [i.e., not on "vendor hold" status] with Texas Comptroller of Public Accounts, if applicable.
- Requirement of service provider's use of Generally Accepted Accounting Principles (GAAP).
- Requirement of separate accountability for the receipt and expenditure of state funds.
- Detailed billing processes, policies, procedures and timeframes.
- Detailed requirements for payment process, policies, procedures and timeframes.
- Requirement of 3 year records retention schedule or until all pending audits resolved.
- Detailed audit requirements and authority.
- Required periodic financial reporting.
- Other (Specify)
- Other (Specify)

B. The following actions have been taken to monitor the compliance of this service provider:

- Receipt and verification of eligibility of service provider to receive state funds.
Date Reviewed:
- Verification that service provider is in "good standing" with Texas Comptroller of Public Accounts. [Attach website printout, if applicable]
Date Reviewed:

- Receipt and review of timely billing documents from service provider.

Date Assessed:

Date Assessed:

Date Assessed:

- Reconciliation of billing documents to juvenile probation department/county financial records.

Date Assessed:

Date Assessed:

Date Assessed:

- Receipt and review of financial statements or audit.

Date Reviewed:

- Other (Specify)

Date:

- Other (Specify)

Date:

Complete Section C and D at end of review period:

C. Overall performance of residential service provider in Section III (Accounting, Reporting and Auditing Requirements) [Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section III]

- Satisfactory**
- Unsatisfactory** [if checked, please complete Section D below]
[if checked, please complete Section D below]

D. If Performance was unsatisfactory, please describe any actions (e.g., sanction, penalties, etc.) taken regarding

service provider in Section IV of this document.

Section IV Clearly Defined Sanctions or Penalties for Contract Non-Compliance and Termination Provisions

[The TJPC State Financial Assistance Contract requires that contracts with private service providers paid in whole or part with state funds shall include clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail the contractual sanctions, penalties and termination requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year the service provider's overall performance under Section IV

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Termination of contract for noncompliance or nonperformance of contractual provisions.
- Termination for cause provision.
- Termination without cause provision.
- Mutual termination provision.
- Specific sanctions, penalties for noncompliance or substandard compliance.
- Withholding, suspension, reduction of payment provisions for noncompliance or non-performance.
- Ineligibility for future contracts provision.
- Refund of payments provision for breach of contract.
- Venue provision for any necessary legal actions.
- Other (Specify)
- Other (Specify)

B. The following actions have been taken regarding the service provider's performance of the contract:

- Contract Terminated (Specify details)

Date:

- Sanction Imposed (Specify details)

Date:

Date:

Date:

Date:

- Payment withheld, suspended, reduced (Specify details)

Date:

Date:

Date:

Date:

- Refund of payment (Specify details)

Date:

Date:

- Legal action (Specify details)

Date:

- Service Provider ineligible for future contracts (Specify)

Date:

- Other (Specify)

Date:

- Satisfactory Performance** – Service provider has performed the terms of the contract in a satisfactory manner and no contractually authorized sanctions or penalties have been invoked against service provider.