

THE STATE OF TEXAS

COUNTY OF EL PASO

**MERIDELL ACHIEVEMENT CENTER AGREEMENT
FOR OUTPATIENT NEUROPHYSIOLOGICAL
ASSESSMENT**

In accordance with the provisions set forth herein, the County of El Paso on behalf of the Juvenile Probation Department, hereinafter called "JPD" and Meridell Achievement Center a for-profit corporation, 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 perform neurophysiological assessments for juveniles under the jurisdiction of the El Paso County Juvenile Probation Department.

II. PROVIDER RESPONSIBILITIES

The Service Provider shall comply with the following:

- A. 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.
- B. **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.
- C. 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.
- D. Service agency shall forward any and all investigating reports and findings regarding any investigation conducted to the assigned probation officer or case manager.
 - 1. 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.

- E. 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:
1. A child dies while in your care. (Death or attempted suicide of a child).
 2. 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.
 3. 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.
 4. Physical abuse committed by or against a child.
 5. Sexual abuse committed by or against a child.
 6. Absent without Leave (AWOL and/or Escape).
- F. If a child receiving services at the 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/or the El Paso Juvenile Probation Department immediately and ensure that the parent 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.
- G. The Service Agency must not release a child to any person or agency other than El Paso County Juvenile Probation Department without the express written consent of El Paso County Juvenile Probation Department.

Failure to comply with this provision will result in withholding of payment.

III. PAYMENT FOR SERVICES

For and in consideration of the above-mentioned services, the County agrees to pay the service agency \$1,500.00 per outpatient evaluation.

Prior written authorization by the El Paso County Chief Juvenile Probation Officer or his designee shall be obtained for any and all medical services to include outpatient neurophysiological assessments provided by the Service Agency.

Service Agency shall submit claims on invoices bearing agency's letterhead no later than ten (10) business 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 and where Service Agency can be reached during normal business hours. Contractor's invoice must indicate an invoice number and contract number **2018-0121**, juvenile's name, type of service, total cost being billed to the County per juvenile. Neurophysiologic report must be included with invoice as supporting documentation for payment. The Department will then process the invoice for payment through the County Auditor's Office within forty five (45) days of receipt. The County Auditor's Office will generate a check for Meridell after Commissioner's Court approval. If the Neurophysiologic report is not submitted with the invoice, payment will be delayed until documentation is provided to JPD.

IV. RECORDS

Record Retention:

- A. 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 seven years after the end of the contract period. If any litigation, claim or audit involving these records commences before the seven year

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

V. EQUAL OPPORTUNITY

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.

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

Regardless of date of execution this agreement shall be effective July 1, 2018, regardless of the date of signing, and shall continue until September 30, 2020. Thereafter it will be subject to two auto-renewals for one year each unless either party has given notice of termination in accordance with the terms of this Agreement.

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:

Ray Heckerman, CEO
Meridell Achievement Center
P.O. Box 87
Liberty Hill, TX 78642

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

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.

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.**

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.**

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 date noted.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Ruben John Vogt

Date: _____

Date: _____

Approved as to form:

Meridell Achievement Center Agreement for Outpatient
Neurophysiological Assessment Services

Assistant County Attorney

(Signor must have legal authority to bind corporation)

Date: _____

Date: _____

Approved

Roger Martinez
Chief Juvenile Probation Officer

Date: _____