

**AGREEMENT BETWEEN  
EL PASO COUNTY ON BEHALF OF THE  
EL PASO COUNTY JUVENILE PROBATION DEPARTMENT  
AND  
BIG BROTHERS BIG SISTERS OF EL PASO  
FOR THE  
TEXAS JUVENILE JUSTICE DEPARTMENT  
PREVENTION AND INTERVENTION GRANTS (GRANT S)  
FOR THE 2020-2021 BIENNIUM**

THIS AGREEMENT is made by and between the COUNTY OF EL PASO (hereinafter referred to as "County"), on behalf of the El Paso Juvenile Probation Department, (hereinafter referred to as "JPD") and Big Brothers Big Sisters of El Paso, (hereinafter referred to as "BBBS a tax exempt, non-profit Texas organization located in El Paso, Texas. This Agreement is made from the Texas Juvenile Justice Department State Financial Assistance Contract, Prevention and Intervention Grant S, for the 2020-2021 biennium, dated (hereinafter "Grant"), attached here as Attachment A. In consideration of the terms, provisions, and mutual promises herein contained which fairly compensate the performing Party, the Parties agree as follows:

**RECITALS**

**WHEREAS**, JPD, has received grand funding under the Prevention and Intervention Grant for Fiscal Year 2020 in the amount of \$138,472.00 from the Texas Juvenile Justice Department to address the needs of at-risk youth via the Prevention and Intervention Grant which aims to prevent or intervene on at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system of youth who are ages six (6) through seventeen (17) and their families; and

**WHEREAS**, Big Brothers Big Sister is an Office of Juvenile Justice Delinquency and Prevention (OJJDP) recognized, evidence-based best practice for prevention of juvenile delinquency that has strong fiscal and programmatic accountability systems in place to support this project and have been servicing at-risk youth with adjudicated family members since their inception 17 years ago; and

**WHEREAS**, as a result of funding received by JPD under the Grant, BBBS will utilize grant funding to provide mentoring services to youth ages 6-14 designed to increase the use of pro-social activities, positive peer interactions and enhance self-esteem and decision making skills; and

**WHEREAS**, as a result of accurately identifying youth at risk of juvenile justice involvement BBBS will obtain TJJD parental consent forms to assist in tracking the following goals, if applicable, for eligible youth: 10% increase in participant school attendance among those with truancy issues, 75% school promotion rate average for participants; and 10% increase in long term mentorship through BBBS.

**WHEREAS**, payments under the Grant and monitored by JPD will only be made as allowable under the terms of the Grant agreement; and

**WHEREAS**, BBBS agrees to accept the responsibility to adhere to all pertinent federal, state and local laws or regulations

**NOW THEREFORE**, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

**A. PURPOSE OF AGREEMENT**

1. The purpose of this Agreement is to allow JPD and BBBS to fully implement the Texas Juvenile Justice Department Prevention and Intervention Grant by establishing specific terms and conditions whereby BBBS shall provide mentoring services to at-risk youth ages 6-14 designed to increase the use of pro-social activities, positive peer interactions and enhance self-esteem and decision making skills.

**B. DUTIES OF JPD**

1. JPD shall implement the Grant as required by the Texas Juvenile Justice Department State Financial Assistance Contract 2020-2021 Biennium (Attachment A).
2. JPD shall forward BBBS referral to BBBS of siblings of juveniles referred to JPD as well as already identified at-risk youth, as appropriate (Attachment B).
3. JPD shall be responsible for the dissemination of Grant funds to BBBS for the activities described in Section C of this Agreement.
4. JPD shall pay to BBBS Grant funds awarded for the services described in section C of this Agreement in an amount not to exceed \$57,000 for Fiscal Year 2020 (September 1, 2019 — August 31, 2020) subject to appropriation and deposit of State funds for the continuation of the Grant. The Department shall reimburse BBBS based on the following performance measures and documents, which will accompany the invoice as support for financial liability:
  - a. 8 anticipated youth which surpass the one year benchmark will be paid at \$600 with an invoice accompanied by the Strength of Relationship Survey (SOR).
  - b. 30 new youth reimbursed @ \$1,500 each when match is made, with an invoice accompanied by the Match Agreements, completed for each youth as supporting documentation.
  - c. 12 new youth reimbursed @ \$600 each when 3 months benchmark is met, with an invoice accompanied by the Strength of Relationship Survey completed for each youth as supporting documentation.
    1. Youth under the age of 9 will require the Strength of Relationship survey (non-database version) completed and submitted as supporting documentation.
    2. Youth 9 years of age or older will complete the Strength of Relationship survey (BBBS database version) completed and submitted as supporting documentation.

5. JPD shall designate, JPD Contract Coordinator Angelique Gaxiola, or her successor as point of contact between JPD and BBBS for contract compliance related to this Agreement.
6. JPD shall designate Director Linda Y. Garcia and SPO Arlette Franco, or their successors, as points of contract between JPD and BBBS for programmatic oversight.

### **C. DUTIES OF BBBS**

1. BBBS will provide one-to-one mentoring services to at-risk identified youth ages 6-14 designed who meet one out of thirteen TJJD identified risk factors to increase the use of pro-social activities, positive peer interactions and enhance self-esteem and decision making skills.
2. BBBS will be responsible for mentor recruitment and oversight of mentor services for approximately 30 new youth and carryover youth until the end of the this Agreement.
3. BBBS will track data and report on the outcomes and goals projected for this project on a monthly basis and forwarded electronically to JPD's Contract Coordinator, Angelique Gaxiola([angaxiola@epcounty.com](mailto:angaxiola@epcounty.com)), Director Linda Y. Garcia ([lingarcia@epcounty.com](mailto:lingarcia@epcounty.com)) and Senior Officer Arlette Franco ([afranco@epcounty.com](mailto:afranco@epcounty.com)), or their successors no later than the 5<sup>th</sup> of every month. Outcomes are measured as youth reach benchmarks in their mentoring match relationship (as referenced in section B. 4) and shall include identification of one out of the thirteen TJJD risk factors, identifying the type of services provided to the youth and parent/caregiver/mentor on a monthly basis (Attachment C). Outcomes regarding additional participants served (parents, caregivers, and/or mentors) must also be included on this monthly report. Applicable deliverables (match agreements and strength of relationship surveys) will also accompany the monthly report.
4. BBBS will serve at least 30 new youth and 12 matched youth carrying over from the prior fiscal year grant term with mentoring services and will serve an additional 84 participants (parents/siblings, and/or volunteer mentors) through support services.
5. BBBS shall ensure that all recruited mentors undergo a thorough background check pursuant to Section G, #2 of this Agreement, prior to being officially designated a mentor for youth.
6. BBBS shall attend ANE/PREA facilitator training at JPD by 10/01/19 and train all identified mentors working with target population under this grant with the updated Abuse, Neglect, and Exploitation/PREA training as per established JPD training guidelines pursuant to Section G #1.
7. BBBS will offer one group training for families and mentors of all active cases under this contract agreement that will be based on topics relevant to the population (i.e. Managing ADD/ADHD, Inspiring Academic Success, Character Development, etc).

- a. Copy of sign in sheet for training provided to families and mentors will be forwarded to SPO Arlette Franco at [afranco@epcounty.com](mailto:afranco@epcounty.com) via email no later than July 15, 2020.
8. BBBS shall ensure that approximately 90% of the new youth (27) who successfully complete the program receive anti-bullying or other relevant training under this agreement.
9. Pursuant to TJJD reporting requirements, BBBS shall obtain from each parent/legal guardian of a participating youth receiving mentoring services under this Agreement a TJJD PARENTAL CONSENT FORM (ATTACHMENT D), authorizing release of personally identifiable information from education records for youth in TJJD funded prevention programs. BBBS must note the phone number (if applicable), address for youth participant and indicate the relationship of legal guardian signing form (mother, father, grandparent, aunt, etc.) directly on parental consent.
  - a. Signed TJJD parental consent forms must be forwarded electronically to Angelique Gaxiola ([AnGaxiola@epcounty.com](mailto:AnGaxiola@epcounty.com)) and cc copied to Arlette Franco ([AFranco@epcounty.com](mailto:AFranco@epcounty.com)) by the 5<sup>th</sup> day of each month.
  - b. Original TJJD parental consent forms must remain in the BBBS program files.
10. BBBS agree to meet all new match (30) goals, and 80% of three month matches (10) and twelve months matches (6) by July 15, 2020. Failure to meet goals will result in re-allocation of remaining grant award back to JPD.
11. BBBS agrees to comply with all provisions of the Grant and provide to JPD any information that JPD will need to submit reports as required under the Grant.
12. Bobbi Ortiz, Chief Executive Officer, Big Brothers Big Sisters of El Paso, or her successor shall oversee the above duties.

#### **D. FINANCIAL INFORMATION**

1. Accessibility of Records. BBBS must maintain and make available for inspection, audit or reproduction, upon reasonable notice, by an authorized representative of the Federal Government, the State of Texas, or El Paso County and JPD, any books, documents, records and any other evidence pertaining to the cost and expenses (see section B.4.) for this Agreement, hereinafter called "Records".
2. Audits. JPD shall conduct monitoring and evaluation of the performances of Big Brothers Big Sisters pursuant to this Agreement every six (6) months through the use of the TJJD Private Vendor Contractual Monitoring and Evaluation Report (Attachment E). JPD will notify Big Brothers Big Sisters in writing of any deficiencies noted during such monitoring and may initiate the withholding or suspension or reduction of payments as appropriate, based upon such monitoring.

3. Good Standing. BBBS certifies that its organization is in good standing with Texas Comptroller of Public Accounts.
4. Eligibility to Receive Payment on State Contracts. Under § 231.006, Texas Family Code, Big Brothers Big Sisters 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. (TJJD Affidavit of Eligibility to Receive State Funds- Attachment F).
5. Period Financial Reporting. BBBS shall provide semi-annual, as well as, annual financial statements to include but not limited to the following:
  - a. Trial balance, Balance sheet, profit and loss statement, and statement of retained earnings/fund balance certified by BBBS; or
  - b. Independent audit or review (prepared in accordance with GAAP) based on BBBS fiscal year. BBBS shall provide the County with certified copies of the most recent documents of any, or all listed above, within a reasonable time from BBBS financial year end.
6. Accounting Records. BBBS shall maintain separate accounting records designating receipt and support of services rendered through State Funds received pursuant to this Agreement. BBBS shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). BBBS understands that the 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. BBBS 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. BBBS shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through BBBS and the requirement to cooperate is included in any subcontract it awards.
7. Record Retention. BBBS 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 (7) years after the end of the contracted period. If any litigation claim or audit involving these records commences before the seven (7) year period expires BBBS must keep records and documents for not less than seven (7) years or until all litigation, claims or audit findings are resolved, whichever is later.

**E. TERM AND TERMINATION NOTICE**

1. This Agreement shall be effective as of September 1, 2019, regardless of the date of execution by all parties, and shall remain in effect until August 31, 2020 or unless otherwise agreed to by the parties.
2. Either party may terminate this Agreement upon ten (10) days written notice with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. BBBS may invoice JPD for all services completed and shall be compensated in accordance with the terms of this Agreement for services performed prior to the date specified in such notice. Notice must be sent via certified return receipt requested to the following parties:

To the County: Ricardo Samaniego  
El Paso County Judge  
500 E. San Antonio Room 301  
El Paso, Texas 79901

With a copy to JPD: REF: CS 2019-0519  
Roger Martinez  
Chief Juvenile Probation Officer  
6400 Delta Drive  
El Paso, Texas 79905

To Big Brothers Big Sisters: Bobbi Ortiz  
Chief Executive Officer  
Big Brothers Big Sisters of El Paso  
1724 Wyoming  
El Paso, Texas 79902

3. As determined in the reasonable judgment of JPD, failure of BBBS to comply with any provisions of this Agreement or a failure to achieve set goals/and/or outcomes or failure of BBBS to properly administer subcontracts and take appropriate corrective action in the event of violations of subcontracts 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. BBBS may be ineligible to enter into future agreements with JPD.

**F. COMPENSATION AND PAYMENT PROCESS**

1. As consideration for the performance by BBBS of its duties under this Agreement, JPD agrees to pay BBBS from current revenues available under the Grant in an amount not to exceed \$57,000 for Fiscal Year 2020 (subject to availability of State Funds). This Agreement does not obligate the County to pay any money to BBBS other than for the services described in this Agreement.

2. BBBS shall submit to JPD invoices bearing BBBS letterhead. Invoices and supporting documentation (see section B.4.) must be submitted 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. Letterhead shall contain an accurate mailing address and telephone number where a BBBS representative can be reached during normal business hours. BBBS invoice must indicate an invoice number and contract number 2019-0519.
3. BBBS shall send invoices to JPD. JPD will verify the services performed by BBBS. If approved, 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 to BBBS. The County shall make payments within forty five (45) days after receipt of invoice, unless the County contests the invoice or unless BBBS has expended the total amount of the allocated consideration pursuant to this Agreement. In the event that the County receives an invoice which when added to previous payments made pursuant to this Agreement results in a cumulative total that exceeds the County's total allotted consideration pursuant to this Agreement or the Grant, then the County shall not be obligated to pay the invoice in full, but shall only pay that portion of the invoice that when added to BBBS previous payments, equals the County's total obligation pursuant to this Agreement. Payment for services with State funds will be identified on the check with a note "TJJD STATE FUNDS". BBBS shall maintain separate accounting records indicating services rendered (see Section B.4.) for the receipt and expenditure of any and all State funds received. All invoices and records of services rendered pursuant to this Agreement shall be made available for inspection upon request by the County.
4. This Agreement is conditional upon, subject to and contingent upon receipt of adequate State funding to meet the liabilities of this Agreement. BBBS shall have no cause of action against the County, El Paso Juvenile Board, or 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 Grant funding to JPD.

## **G. GENERAL TERMS AND CONDITIONS**

1. Abuse, Neglect and Exploitation Reporting. BBBS shall provide Arlette Franco, Senior Probation Officer with written documentation (mentor sign-in sheets) verifying BBBS completion and mentor participation in the ANE/PREA training given by JPD on abuse, neglect or exploitation and reporting requirements by the fifth (5<sup>th</sup>) of every month and will submit along with parental consents. Verification of ANE/PREA training for any future BBBS mentors serving Grant youth must be completed prior to any youth contact throughout the term of this Agreement. This will be done as needed for all new mentors and yearly for all other mentors working with prevention youth under this contract.
2. Background Checks. BBBS shall ensure that before interaction with and/or matched with participating youth will:

- a. Submit their fingerprints through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) system for a criminal history search (Attachment G). The County and JPD will not be responsible for the fee (\$9.95) associated with the search; and
  - b. Submit an Authorization to Release Confidential Information Form (Attachment H) in order to allow JPD to execute a Texas Law Enforcement Telecommunications System (TLETS)/National Crime information Center (NCIC) records and Sex Offender background check through the Texas Department of Public Safety.
3. Confidentiality of Records. Records and information relating to the participating mentors/mentees may be shared between the entities only in compliance with federal, state and local requirements. The parties expressly acknowledge and agree that each entity retains ownership of its records and information and that records and information shared between and among the entities in connection with this agreements, shall remain confidential and shall not be made public or otherwise disseminated without the consent of the entity that owns the documents or information. The parties acknowledge that the services provided under this Agreement are subject to federal and state laws, rules and regulations relating to, among other subjects, the confidentiality or security of patient information, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, and regulations there under as may be amended from time to time ("HIPAA") and rules and regulations adopted by the Texas Department of State Health Services, which are related to substance abuse services and published in Title 25 of the Texas Administrative Code.
4. Allowability of Costs. Except as specifically modified by law, the County and BBBS shall comply with all laws, regulations, government policies, and contractual obligations in expending funds under this Agreement or the Grant.
5. No Waiver of Immunity. Each Party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. The County, El Paso County Juvenile Board and JPD, as governmental entities under the laws of the State of Texas, retain their full sovereign and governmental immunity in executing this Agreement and performing any services hereunder. Nothing in this Agreement shall waive, limit or restrict the County, El Paso County Juvenile Board or JPD's sovereign or governmental immunity to suit or damages.
6. Legal Relationship; Liability. Nothing contained in this Agreement shall be construed as creating the relationship of employer and employee, or principal or agent, among the Parties. Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement. BBBS shall be liable to JPD for the full amount of any funds receives pursuant to the terms of this Agreement which BBBS knowingly accepts or disburses in violation of the terms and conditions herein.
7. Amendments. This Agreement may be amended by mutual agreement of all Parties hereto in writing to be attached to and incorporated into this Agreement.



8. Legal Construction: Severability. In case anyone or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
9. Public Information Act. If any party receives a Public Information Act request related to this Grant award the party must immediately notify the remaining parties and notify and provide a copy to the Texas Juvenile Justice Department upon request.
10. Venue. This Agreement is entered into in the City and County of El Paso, Texas, and shall be governed and construed under the laws of Texas. Venue shall be in El Paso County, Texas.
11. Waiver. Failure of either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.
12. Severability. All agreements, covenants, or provisions contained herein are severable, and in the event any of them shall be held invalid, this Agreement shall be interpreted as though such invalid agreement, covenant or provisions was not contained herein.
13. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
14. Limited English Proficiency. All parties shall take reasonable steps to ensure that persons of limited English proficiency have meaningful access to services.
15. Disclosure of Investigations. BBBS shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months preceding the execution of this Agreement, as well as during the term of this Agreement along with any results and/or findings related to BBBS conducted by, but not limited to, the following agencies: Department of Justice, Texas Juvenile Justice Department, Texas Department of Family and Protective Services or any other agency which may license or regulate BBBS in the provision of services.

## H. EXHIBITS

The following previously-referenced exhibits are included in this agreement as though fully set herein.

Attachment	A	TJJD State Financial Assistance Contract 2020-2021 Biennium
Attachment	B	BBBS Referral Form
Attachment	C	Monthly Master Report
Attachment	D	Parental Consent (English/Spanish)
Attachment	E	Texas Juvenile Justice Department Private Service Provider Contractual Monitoring and Evaluation Report Non-Residential Services
Attachment	F	TJJD Affidavit of Eligibility to Receive State Funds
Attachment	G	Fingerprint Application Services of Texas (FAST Pass Form)
Attachment	H	Authorization to Release Confidential Information

**(Signatures next page)**

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duty authorized representatives.

ATTEST

THE COUNTY OF EL PASO

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Judge Ricardo A. Samaniego

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

Big Brothers & Big Sisters of El Paso

\_\_\_\_\_  
Donnie McGilbra  
Assistant County Attorney

\_\_\_\_\_  
Bobbi Ortiz  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT

\_\_\_\_\_  
Roger Martinez  
Chief Juvenile Probation Officer

\_\_\_\_\_  
Date