

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**AGREEMENT BETWEEN EL PASO COUNTY JUVENILE PROBATION
DEPARTMENT AND RITE OF PASSAGE, INC. (Secure Facility)**

This Youth Residential Treatment Services Agreement is entered into by and between the El Paso County at the request of and on behalf of the El Paso County Juvenile Probation Department, hereinafter referred to as “Juvenile Probation” and Rite of Passage, Inc., a for profit corporation (Secure Facility), located at 2560 Business Parkway, Suite A, Minden, Nevada 89423, hereinafter referred to as “Service Provider”.

**ARTICLE I
PURPOSE**

1.01 The purpose of this Agreement is to provide Juvenile Probation with residential treatment services for children who have been adjudicated of delinquent conduct or conduct indicating a need for supervision and placement with Service Provider is in the best interest of the child.

**ARTICLE II
TERM**

2.01 The term of this Agreement will commence on February 1, 2020 and end on September 30, 2022. Juvenile Probation shall have the option to renew the contract for two (2) additional one year terms upon the same terms and conditions contained in its original agreement with the service provider providing written notice to the Service Provider.

2.02 If either party hereto feels in its judgment that the contract cannot be successfully continued and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing within 30 days, by certified mail or personal delivery to its principal office, of its intention to terminate the contract.

After receipt of notice of termination, Juvenile Probation shall remove all juveniles placed in the facility on or before the termination date.

**ARTICLE III
REPORTS & DOCUMENTATION**

3.01 To assist Service Provider in fulfilling the reporting and documentation requirements set forth in this Agreement, a list of due dates and Juvenile Probation recipients are contained in the form of **Exhibit A**. Exhibit A may be revised or replaced in its entirety by Juvenile Probation as necessary.

ARTICLE IV
OUT OF STATE PLACEMENT, if applicable

- 4.01 Pursuant to Texas Family Code §162.105, a juvenile court may place a delinquent child in an institution in another state as provided by Article VI of the Interstate Compact on the Placement of Children (“ICPC”).

ARTICLE V
OPERATIONAL AUTHORITY

- 5.01 Service Provider owns and operates a residential treatment center identified as follows: Rite of Passage, Inc., located at 800 FM 3254, Brownwood, TX (“Facility”). The Facility is licensed by the Texas Juvenile Justice Department, a Texas state regulatory agency authorized to license facilities that provide 24-hour residential treatment to children. Service Provider will notify Juvenile Probation in writing of any changes to its licensing including administration, program type, and program components within 10 days from the effective date of the change. Service Provider will send a copy of its state licensing and any subsequent changes to the Title IV-E Coordinator/Placements Coordinator.

ARTICLE VI
SERVICES

- 6.01 Placement. Service Provider will provide 24-hour residential treatment services to children referred by Juvenile Probation and accepted by Service Provider (“Youth”). Juvenile Probation is under no obligation to refer youth to Service Provider, and Service Provider is under no obligation to accept youth.
- 6.02 Level of Care Services. Service Provider will provide the levels of care for which it is licensed. A youth initial level of care is recommended by the Service Provider to Juvenile Probation. Any adjustments to a youth level of care will be mutually agreed upon, yet ultimately approved by the Juvenile Probation. Juvenile Probation, may at any time inspect Service Provider’s records and interview both the youth and employees of Service Provider to determine if a youth is at a level of care necessary to meet the youth treatment and service needs and monitor contract compliance. At a minimum, Service Provider will provide level of care services equivalent to the level of care services effective at the time services are rendered in accordance with Texas Administrative Code §700.2301, §700.2321, §700.2341, and §700.2361:

As applicable, refer to **Exhibit B** for minimum standards per level of care offered by the Service Provider.

- 6.03 Title IV-E Youth. Youth placed in Title IV-E certified facilities will be provided services in accordance with the Texas Juvenile Justice Department (“TJJD”) Contracted Components of Care as written in State Standards at the time services are rendered. The Contracted Components of Care are in the form of Exhibit C, which may be revised or replaced in its entirety by Juvenile Probation as necessary.

- 6.04 Education. Within the limits of state and federal law, Service Provider will provide each youth with a free and appropriate public education.
- 6.05 Additional Services. Service Provider will provide to a youth any additional amenities and services not included in the level of care services that are provided to all children placed at its Facility. Additional amenities and services may include allowances, extracurricular activities, haircuts, special hygiene items, and transportation for approved furloughs.
- 6.06 Medical, Dental, Vision and Psychiatric Services. Service Provider will provide any medical, dental, vision and/or psychiatric treatment required to meet the needs of the youth. Excluding emergency situations, Service Provider will obtain prior consent from a Youth Probation Officer through an Authorization of Services (AOS) to incur any costs associated with medical, dental, vision and/or psychiatric needs not covered by the contract and/or insurance. In any event, youth will always be provided emergency medical, dental and psychiatric care.
- 6.07 Medications. Service Provider shall provide over the counter medications, medical supplies and first aid to youth. Service Providers shall secure prescriptions and administer prescribed medications as directed by a medical doctor. All medications shall be properly secured. Upon a youth's scheduled discharge, the Service Provider shall mail a minimum 30 day supply of medication and/or a prescription for a minimum 30 day supply of medication to the assigned probation officer at least three (3) working days prior to the scheduled discharge date.
- 6.08 Initial Treatment Plan ("ITP"). Service Provider will develop an initial treatment plan for each youth within 30 days of placement and provide a signed copy (with all parties involved) to the Juvenile Probation Officer and Case Manager. The ITP will contain specific behavioral goals that are appropriate to the youth and the types of services to be provided under the appropriate levels of care based on the youth, R-PACT assessment and mental health screenings and assessment completed by the Service Provider. When setting a youth's behavioral goals, Service Provider should use the following nine (9) domains: Medical, Safety and Security, Recreational, Educational, Mental/Behavioral Health, Relationship, Socialization, Permanence, and Parent and Child Participation. A youth is not required to have a goal in each domain; however, a youth may have one or more different goals within the same domain. Service Provider shall collaborate with the assigned Probation Officer in an effort to complete the initial R-PACT within the first 30 days of placement. The ITP shall be submitted to the Probation Officer and Case Manager within 5 working days following the finalization of the Initial Treatment Plan.
- 6.09 ITP Review Meetings/Multi-Disciplinary Treatment Review (MDT). ITP/MDT Review Meetings will be conducted at a maximum of every 90 days, or as agreed upon by the Juvenile Probation Officer. Service Provider will initiate and document ITP/MDT Review Meetings and attempted ITP/MDT Review Meetings. The following individuals shall be included in the meetings the Service Provider, a Probation Officer, a parent, legal guardian or custodian, and the youth for the purpose of justifying continued placement. In the event that the Youth's Probation Officer is unable to personally attend the ITP/MDT Review

Meeting, Service Provider will accommodate the Probation Officer's participation via conference call or other means. Once a youth has met the goal(s) identified in the ITP/MDT, new goals should be developed for the youth. The ITP/MDT must contain documentation acknowledging that the plan was developed in consultation with the youth, the youth's parent/legal guardian/custodian, and the youth's Probation Officer. Service Provider shall collaborate with the assigned Probation Officer in an effort to complete the R-PACT re-assessments at a minimum of once every 90 days from the initial placement date.

A copy of the signed ITP/MDT report shall be submitted to the Juvenile Probation Officer and Case Manager within five (5) working days following an ITP meeting.

- 6.10 Monthly Video Conference Calls. Service Provider shall have video conference call capabilities available to afford the youth to conference with the entire team to review their progress on a monthly basis. Additionally, if available, family sessions shall be held via video conference call technology. Service Provider and JPD staff shall coordinate dates and time for monthly conference call to review individual progress towards meeting treatment and case plan goals.
- 6.11 Monthly Progress Reports (MPR). Service Provider will provide a MPR indicating each youth progress at the Service Provider's Facility. This report will contain, but is not limited to: Level/Status in Program; Level Attainment Date; General Progress in program/behavior/achievements; Incident reports (minor and major incidents); total hours of professional or paraprofessional counseling and treatment provided broken down by group, individual and family sessions; each youth's progress in achieving the ITP goals; any issues that Service Provider feels may hinder a youth's ability to complete the Service Provider's program; or the terms of probation, if applicable; juvenile's contact with family to include who they spoke to and length of time; education to include classification, grades, and subjects; recreation to include how often and length of time; medical and psychiatric to include but not limited to medications and dosages, any injuries or illnesses, names of doctors/psychiatrists, dates of last or upcoming medical/psychiatric/vision/dental appointments; and the number and type of investigations made by Service Provider's licensing agency or any law enforcement agency due to reports of abuse and/or neglect. MPR will be completed once a month, and will be emailed to the designated Probation Officer and Case Manager within five (5) working days following the completion of the monthly conference call.
- 6.12 Duty to Report. Service Provider and all of its employees, volunteers, and other individuals acting under the auspices of Service Provider will report any incident or allegation of any incident of abuse, neglect, exploitation, death or other serious incident involving a child as required by the Facility's licensing authority, and as follows: A person having cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person will immediately make a report as follows: If a professional has cause to believe that a child has been abused or neglected or may be abused or neglected, or that a child is a victim of sexual assault, and the professional has cause to believe that the child has been abused, the professional will make a report no later than the

24th hour after the hour the professional first suspects that the child has been or may be abused or neglected or is a victim of sexual abuse. A professional may not delegate to or rely on another person to make the report. For purposes of this section, a “professional” means an individual who is licensed and/or certified by the state or who is an employee of a facility licensed, certified, or operated by the state and who, in the normal course of official duties for which a license or certification is required, and has direct contact with children. The term includes teachers, nurses, doctors, day-care employees, employees of a clinic or health care facility that provides reproductive services, juvenile probation officers, and juvenile detention or correctional officers. For the duration of a youth placement at a Facility, Service Provider will immediately notify via email to the Title IV-E Coordinator/Placement Coordinator, Probation Officer and Case Manager of any incident of serious abuse, neglect, exploitation, death, or other serious incident involving any child at the Facility within 24 hours.

In addition, for the duration of a youth placement at a Facility, Service Provider will notify the Probation Officer and Case Manager the next business day after any minor and/or major incidents regarding but not limited to: school, overall behavior, verbal and physical altercations, and any other issues that will affect progress. The reports for any minor or major incidents must be provided via email to the Probation Officer and Case Manager within three (3) business days after incident.

The Service Provider shall also ensure that all of their paid, volunteer and intern staff are trained prior to having direct contact with youth to properly identify child physical, emotional, sexual abuse and neglect and to follow the appropriate reporting procedures to the appropriate Child Welfare Agency within the State the facility is operating.

- 6.13 Emergency Notification. Service Provider will immediately notify a youth’s parent/legal guardian/custodian, the youth’s Probation Officer and Case Manager, and the Title IV-E Coordinator/Placements Coordinator if a youth in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. In the event of serious illness or accident and for any required follow-up care, Service Provider will transport the youth to the nearest hospital or emergency care facility and provide supervision.
- 6.14 Discharge and Release. Juvenile Probation reserves the right to terminate a youth’s placement with Service Provider at its discretion. Service Provider must not release a youth to any person or agency other than an authorized Juvenile Probation designee without the express consent of the Juvenile Probation Department.
- A. Upon successful completion of the program, a Discharge Plan to include, but not limited, to school records, school withdrawal form and community service hours form (if applicable), needs to be provided to the supervising probation officer on the date of discharge.
 - B. Should a juvenile be negatively discharged, a Discharge Plan to include, but not limited to, school records, school withdrawal form and community service hour’s 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.

- 6.15 Survey of Sexual Victimization (SSV). Service Provider will document every allegation of sexual abuse and sexual harassment using the most recent version of the Department of Justice's SSV and the definitions contained therein, as instructed in Exhibit A. Service Provider will provide a copy of the SSV for the previous calendar year to the Juvenile Probation Contract Coordinator no later than April 30th of each year. **(EXHIBIT D)**

Service Provider will complete the incident form from each specific incident reported **(EXHIBIT E)**

- 6.16 Federal Prison Rape Elimination Act of 2003 (28 CF.R. Part 115) ("PREA"). PREA requires that all "Juvenile Facilities" adopt and comply with PREA, which establishes a zero-tolerance standard against sexual assault and sexual harassment of incarcerated persons, including juveniles. For purposes of PREA, a Juvenile facility means a facility primarily used for the confinement of juveniles pursuant to the juvenile justice system or criminal justice system.

- A. If Service Provider's Facility is a "Juvenile Facility", Service Provider will adopt and comply with the PREA standards and permit Juvenile Probation to monitor its Facility and records as necessary to ensure that Service Provider is complying with said standards. Service Provider will also provide to the Contracts Coordinator a copy of its most recent PREA audit and a copy of each subsequent audit. The cost of conducting a PREA audit will be the responsibility of Service Provider.
- B. If Service Provider's Facility is not a "Juvenile Facility", Service Provider will provide to the Contracts Coordinator a letter signed by an authorized representative of Service Provider that states: "On an annualized basis, less than 51% of our facility population is comprised of juveniles confined pursuant to the juvenile justice system or criminal justice system."

- 7.01 Juvenile Probation will monitor and evaluate Service Provider for programmatic compliance with this Agreement and the effectiveness of Service Provider's program based on the goals, outputs, and outcomes listed below. Service Provider will provide to the Title IV-E/Placements Coordinator the information contained in sections 7.01B.1-4 and 7.01c.1-3 below by the 15th day following December 31st, March 31st, June 30th, and September 30th. These reports will only be completed if a youth has received services from Service Provider during the reporting period.

- A. Goals. Juvenile Probation will evaluate Service Provider's performance under this Agreement according to the following specific performance goals:
1. Ensure that each youth demonstrates improvement in the goals set forth in the youth ITP.

2. Ensure that each youth successfully completes placement in the Service Provider's program.
 3. Ensure that the Service Provider's program effectively promotes the prevention of a youth re-referral to the juvenile or criminal justice system, or commitment to TJJD.
- B. Outputs. Juvenile Probation will additionally evaluate Service Provider's performance under this Agreement according to the following output measures:
1. The number of youth who received services in Service Provider's program during the monitoring period.
 2. The number of youth who made progress in their identified goals set forth in the ITP. If a youth has shown improvement in 50% or more of the identified goal(s) during the monitoring period, the youth will be considered to have made progress.
 3. The number of youth who were successfully discharged from Service Provider's program.
 4. The number of youth who were unsuccessfully discharged from Service Provider's program.
- C. Outcomes. Juvenile Probation will further evaluate Service Provider by the following outcomes measures:
1. Percentage of youth, who made progress towards their goals.
 2. Percentage of youth who were successfully discharged from Service Provider's program.
 3. Percentage of youth who were unsuccessfully discharged from Service Provider's program.
 4. Percentage of youth who were successfully discharge from Service Provider's program and subsequently re-offended and/or were committed to TJJD within one, two, and three years of completion.

ARTICLE VIII **COMPENSATION**

8.01 Cost per Day. For specialized service level and in consideration of the above-mentioned Services, Juvenile Probation agrees to pay Service provider an amount not to exceed ONE HUNDRED SIXTY TWO DOLLARS AND THIRTY CENTS (\$162.30) per Client per day.

Cost per day:
Specialized \$162.30

- 8.02 Title IV-E Reimbursements. Reimbursement for a client who has been certified for Title IV-E, Juvenile Probation agrees to pay the Service provider based on the Texas Department of Family and Protective Services (“TDFPS”) Service Levels of Care Rates as currently effective. Juvenile Probation will notify Service provider when a client in their care is certified for Title IV-E reimbursement. This provision does not apply to Clients receiving Emergency Care.
- 8.03 Additional Costs. Any and all medical, dental, or psychiatric treatment costs, as well as other expenses not provided for in Service Provider’s program, the Service Provider shall submit through electronic notification (i.e. Email) identified services, dates of services and estimated costs. Based on information submitted by the Service Provider, a Juvenile Probation employee will generate an authorization of service contract. An authorization of service contract must be approved by the Juvenile Probation and received by the Service Provider prior to services being rendered. Failure to do so will result in the Service Provider absorbing the cost for services not approved. The Service Provider is required to designate an e-mail address of where the authorization of service contract must be submitted by the Juvenile Probation. 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.
- 8.04 Payment from Other Sources. Service Provider will use its best efforts to seek and obtain all benefits available from other sources for a youth’s medical, dental, psychiatric, or other costs that are not included in the per diem rate. Service Provider will initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a youth who may be eligible for Medicaid. Any income received by Service Provider toward the support of a youth from sources other than this Agreement, including but not limited to a youth parent/legal guardian/custodian, Medicaid, Social Security, medical insurance coverage, or other sources, must be documented as to each youth for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the youth name, youth SID number, the dates and times services were provided, and such other information deemed necessary for adequate fiscal control.

Service Provider shall establish procedures to seek and bill payment for services rendered pursuant to this agreement from any all state/federal or other sources as applicable for eligible children in eligible settings. Juvenile Probation shall be the payer of last resort. The Service Provider shall not bill Juvenile Probation for any services rendered for which a payment was received from any and all state/federal or other sources, as applicable. The Service Provider is required to accept the amount paid by any and all state/federal or other sources, as applicable, as payment in full. The El Paso County Juvenile Department will only reimburse the Service provider or health care provider for medical expenses if the child does not qualify for Medicaid.

Invoices for services timely billed to, but denied by, other funding sources may be submitted to the Juvenile Probation Department. The invoices shall be submitted within ninety (90) days from the date of service along with documentation of submission and denial by the other funding source.

Juvenile Department may refuse reimbursement for any medical expenses resulting from injuries to a Client while in residence resulting, as determined by Juvenile Department, from a lapse in supervision, improper physical restraint by Service provider staff and/or the Service provider failing to provide and maintain a safe and secure environment.

8.05 Invoice Submission. Service Provider 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.

If the copy of the monthly progress report is not submitted payment will be delayed until documentation is provided to Juvenile Probation. The Service provider must customize statements to meet Juvenile Probation specific information needs as requested at no additional cost.

All invoices shall include, but not be limited to the following information:

1. Unique Invoice Number
2. Type of Service or level of care
3. Total Cost of Services
4. Admission date and discharge date
5. Date and Time of Service(s)
6. Include contract number
7. Cost per day
8. Number of juvenile days
9. Juvenile's name & date of birth

Original Invoice to be submitted to:

El Paso County Juvenile Probation Department
Attn: Accounting Department
6400 Delta Ave
El Paso, TX. 79905

Invoices shall be verified and approved by a Juvenile Probation authorized representative and subject to routine processing requirements. Payments made by the County shall not preclude the right of El Paso County from thereafter disputing any items involved or billed under the Contract Agreement and shall not be construed as acceptance of any part of the services. El Paso County requires timely and accurate accounting and billing information. The El Paso County Auditor's Office will mail out the check after Commissioner's Court approval. Checks are mailed directly to the Service Provider. The County of El Paso shall make payments within forty-five (45) days of receipt to the County entity. The County

shall provide notice of any service that is deemed to be incomplete or unacceptable, for which the Service provider shall rectify that condition to the satisfaction of County. If Service provider fails to rectify and correct the incomplete or unacceptable service within a reasonable time, County will also reduce the bill for any services deemed unsatisfactory. At no time will penalty assessment be recoverable by the Service provider for billing purposes.

County reserves the right to withhold payment to the Service provider or to require Service Provider to return payment(s) received from County in the event Service Provider's performance does not comply with any provision of the Contract Agreement. Service provider agrees to return any unearned amounts paid by County within thirty (30) days following the final date of the contract period or within thirty (30) days following County delivery of a notice to the Service provider that amounts paid to be returned.

- 8.06 Furloughs. Juvenile Probation recognizes that part of a youth rehabilitation may include time away from Service Provider's Facility, such as weekends and holidays, and that Service Provider must retain space for the Youth until his/her return. The Service Provider shall ensure that, before a child is permitted to participate in a furlough, home visit, or extended agency trip. A court order must be obtained from the 65th Judicial District Court approving the child's absence for the appropriate length of time. At a minimum of 14 days in advance. The facility will not be responsible for any costs associated with furloughs or parent/guardian visits as submitted in the proposal. Juvenile Probation will not be responsible for any costs associated with furloughs or parent/guardian visits. Furloughs will not be authorized for the first 90 days of placement, or until the completion of the first ITP Review, whichever comes first, except in only highly unusual situations.
- 8.07 Duplicate Payments. In order to avoid duplicate payments for Youth being transferred to another child care agency under contract with Juvenile Probation, the other child care agency will bill Juvenile Probation on the day the Youth is transferred into their program; Service Provider will not bill Juvenile Probation for the last day of care.
- 8.08 Other Costs. Services which are not directly addressed by this Agreement must be submitted for approval with associated billing for reimbursement from Juvenile Probation.
- 8.09 Payment Claims. Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Accounting Department. Service Provider will not contact other department employees regarding any claims of payment.
- 8.10 Travel Costs. Juvenile Department shall transport client to Service provider facility at the time of admission and from Service Provider facility at the time of discharge. Reimbursement for transportation costs must be approved in advance by the Juvenile Probation. Juvenile Department is responsible for all reasonable transportation. Service Provider will be responsible for all associated costs related to the individualized and personal care of the client, including medical and dental visits.

- 8.11 Funding Out. Service provider contracts that are funded in whole or in part with Federal, State and/or local funds shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated.

ARTICLE IX
ACCOUNTING, REPORTING, AND AUDITING

- 9.01 Eligible to Receive State Funds. Pursuant to Texas Family Code §231.006, Service Provider certifies that it is eligible to receive payment for services under this Agreement and that no individual, sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% in Service Provider's agency who has been ordered to pay child support under Title 5 of the Texas Family Code is more than 30 days delinquent. Service Provider acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. **(Exhibit F)**
- 9.02 Good Standing. Service provider assures its agency will be a vendor in good standing (Not on 'vendor hold' status) with Texas Comptroller of Public Accounts.
- 9.03 Accounting standards. Service provider assures its agency will use Generally Accepted Accounting Principles (GAAP).
- 9.04 State Funds. Service Providers who's Services are funded through the Texas Juvenile Justice Department or other State grants will be required to account separately for the receipt and expenditure of all grant funds. The Juvenile Probation shall notify the Service Provider if any of the Services provided are being funded using grants.
- 9.05 Examination of Records. Service Provider acknowledges that, pursuant to Section 2262.154, Texas Government Code, the State Auditor and/or County of El Paso may conduct an audit or investigation in connection with the funds. Service Provider further agrees to cooperate fully with the State Auditor's Office and/or County of El Paso in the conduct of the audit or investigation, including providing all records requested. Service Provider will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Provider and the requirement to cooperate is included in any subcontract.
- 9.06 Documentation of Services. Service Provider will maintain and make available to Juvenile Probation documentation of time spent in the performance of services to children under the supervision of Juvenile Probation, and will provide any leave documentation provided by employees, interns, volunteers, subcontractors and private vendors.
- 9.07 Examination & Evaluation. Service Provider will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include unscheduled site visitation, review of Juvenile Probation youth files and random staff files, observation of programs in operation, facility inspection/tour, and interview or

questionnaire administration to Service Provider staff, any Juvenile Probation youth placed, and other individuals when deemed necessary.

- 9.08 Requests for Information. Service Provider will comply in a timely and complete manner with all of Juvenile Probation's requests for information as a part of the monitoring, auditing, or investigatory process.
- 9.09 Records Retention. Service Provider will retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and will make available to Juvenile Probation's inspection all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 9.10 Sanctions. JPD shall conduct monitoring and evaluation of the performances of the Service Provider or any subcontractor rendered pursuant to this Agreement every six months through use of the private Service Provider Contractual Monitors and Evaluation Report. **(Exhibit F).** JPD will notify the Service Provider 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 judgement of JPD, failure of the Service Provider to comply with any provisions of this Agreement or a failure to achieve set goals and/or outcomes or failure of the Service Provider to properly administer subcontracts and take appropriate corrective action in the event of violations by 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 made. Service Provider may be ineligible to receive future contracts.
 2. Service Provider 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 Provider. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to Title IV-E Coordinator within thirty (30) days of execution of this Agreement.
 3. Service Provider shall disclose to El Paso County any pending or initiated criminal or governmental investigation 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 Provider.

ARTICLE X
REPRESENTATIONS

- 10.01 Authority to Contract. Service Provider states that it has all necessary right, title, license and authority to enter into this Agreement.
- 10.02 Qualified to do Business. Service Provider states that it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of El Paso, or any political subdivision thereof.
- 10.03 Legal Compliance. Service Provider will adhere to all federal, state, county and city laws, ordinances, regulations, and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Agreement.
- 10.04 Assignment. Service Provider will not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.
- 10.05 Notice of Suit. Service Provider will notify the Title IV-E Coordinator within five (5) business days of receiving notice if any of Service Provider's employees, volunteers, and other individuals acting under the auspices of Service Provider is named as a party in a civil lawsuit or criminal proceeding if the lawsuit relates to services provided under this Agreement.
- 10.06 Health & Safety of Youth. Service Provider will ensure that all of its programs, services, and facilities provide adequate health and safety protections, procedures, and policies for all youth being serviced.
- 10.07 Confidentiality. Service Provider will maintain strict confidentiality of all information and records relating to all children under the supervision of Juvenile Probation and will not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by Law.
- 10.08 Judicial Proceedings or Hearings. Service Provider will cooperate with and testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter Juvenile Probation considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under Law.
- 10.09 Insurance. Service Provider will carry sufficient insurance to provide protection to El Paso County and Juvenile Probation under the indemnity provisions contained herein, as well as for any potential liabilities that arise from or related to this Agreement, that, if requested,

it will cause its insurance carrier to identify the El Paso County Juvenile Probation as a certificate holder on its policy, and will add El Paso County, the El Paso County Juvenile Board and the El Paso County Juvenile Probation Department as additional insureds on its policy. Service Provider will provide a copy of its current insurance policy to the Contracts Coordinator.

- A. Service Provider 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 Provider shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$500,000.00 for personal injury and \$250,000.00 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 and the El Paso County Juvenile Board, their officers, employees as additional insureds 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 Provider shall maintain at its own expense, malpractice insurance with a policy limit of not less than \$500,000.00. 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 and the El Paso County Juvenile Board, their officers, employees as additional insureds 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 Provider 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.

10.10 Equal Opportunity. Service Provider will respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, parent/legal guardian/custodian on the basis of age, race, color, sex, religion, disability, national origin, or other legally protected categories, classes, or characteristics.

- A. Service Provider 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 Provider 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 Provider 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 Provider 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.

- 10.11 Boycott Israel. Service Provider has not, and will not boycott Israel during the term of this Agreement. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ARTICLE XI **MISCELLANEOUS**

- 11.01 Texas Tort Claims Act. Juvenile Probation and Service Provider acknowledge that they are political subdivisions of the State of Texas and that they are subject to and will comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 *et., seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.
- 11.02 Governmental Immunity. This Agreement is expressly made subject to El Paso County's Governmental Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the El Paso County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.
- 11.03 Waiver of Subrogation. Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

- 11.04 Agreements Superseded. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.
- 11.05 Amendments. No amendment, modification, or alteration of the terms hereof will be binding unless the same be in writing, be dated subsequent to the date hereof, and be duly executed by the parties hereof.
- 11.06 Validity. In the event any one or more of the provisions contained in this Agreement is for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- 11.07 Law & Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any litigation arising from this Agreement must be in El Paso County, Texas.

ARTICLE XII **DEFAULT**

- 12.01 Service Provider defaults by:
- A. Failing to comply with any federal or state law, administrative rule, or regulation applicable to the services provided herein;
 - B. Failing to perform its duties and responsibilities in accordance with the terms and conditions of this Agreement; or
 - C. Failing to achieve the defined goals and outcomes contained herein.
- 12.02 An event of default will occur when, after receiving notice of default by Juvenile Probation, Service Provider does not cure such default within a period of time as designated by Juvenile Probation.

ARTICLE XIII **SANCTIONS & PENALTIES**

- 13.01 Service Provider acknowledges that a default or an event of default as defined in Article XII herein may result in payment being withheld or permanently suspended in whole or in part, and that Service Provider may become ineligible to enter into future agreements with Juvenile Probation.

ARTICLE XIV
TERMINATION

14.01 This Agreement may be terminated:

- A. Upon an event of default as defined in section 12.02 herein;
- B. Upon expenditure of available funds as stated in section 8.09 herein;
- C. Upon 30 days' written notice by either party to the other party; or
- D. At any time by mutual agreement in a writing signed by both parties.

14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of a youth being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XV
NOTICE

15.01 Except as expressly provided herein, any notice required or permitted to be given under this Agreement shall be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual at the address below:

- A. To Service Provider:
Carolyn Jenkins-Bower
Rite of Passage, Inc.
2560 Business Parkway, Suite A
Minden, Nevada 89423
- B. To Juvenile Probation:
Roger Martinez (or successor in office) Chief Probation Officer
El Paso County Juvenile Probation Department
6400 Delta Drive
El Paso, Texas 79905

ARTICLE XVI
EXECUTION

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

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Ricardo A. Samaniego

Date

Date

APPROVED AS TO CONTENT:

Roger Martinez
Chief Juvenile Probation Officer
El Paso County

Carolyn Jenkins-Bower
Chief Financial Officer
Rite of Passage, Inc.

Date

Date