

NOV 26 2018

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Cristy Malott

TODAY'S DATE: ~~10-30-2018~~ 11-16-18

DEPARTMENT: Juvenile Services

SIGNATURE OF DEPARTMENT HEAD:



REQUESTED AGENDA DATE: ~~11-13-2018~~ 11-26-18

SPECIFIC AGENDA WORDING: Rite of Passage (Canyon State Academy) Contract for Residential Services

PERSON(S) TO PRESENT ITEM: Cristy Malott

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 1 min

ACTION ITEM: X

WORKSHOP:

(Anticipated number of minutes needed to discuss item) CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: X

IT DEPARTMENT:

AUDITOR:

PURCHASING DEPARTMENT:

PERSONNEL:

PUBLIC WORKS:

BUDGET COORDINATOR:

OTHER:

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

CONTRACT FOR RESIDENTIAL SERVICES
RITE OF PASSAGE, INC.

In accordance with provisions of the Governor's Office, Criminal Justice Division and TJJJ, **Johnson County Probation Department Juvenile Services** (hereinafter called COUNTY), and **Rite of Passage, Inc.** (hereinafter called SERVICE AGENT), by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. CONTRACT PERIOD

The contract period will be effective from September 1, 2018 through August 30, 2019. This Contract shall automatically renew and extend for an additional one year period on the first day of September of each succeeding year unless COUNTY gives written notice to SERVICE AGENT not less than 30 days prior to the first day of September of such succeeding anniversary. This renewal and extension is subject to the availability of funds for the contract year, to the allocation of funds to meet the terms of this contract, and subject to the approval of the Johnson County Juvenile Probation Department and/or Juvenile Board. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates sums set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract.

II. PURPOSE

The purpose of this Residential Services Agreement is to provide COUNTY with Residential Care for children adjudicated to have committed delinquent conduct. The placement facility to be utilized is owned and operated by SERVICE AGENT and the business address of SERVICE AGENT is located at 2560 Business Parkway, Suite A, Minden, NV, 89423.

Contract Facility Name
Canyon State Academy

Address
20061
East Rittenhouse Road

City / State/ Zip
Queen Creek, AZ 85242-9715

III. SERVICES

The SERVICE AGENT is an educational, behavior modification, vocational, and athletic program for at-risk youth. The Service Agency agrees to provide the following services, which shall be limited to adjudicated juvenile offenders in licensed child care facilities as follows:

- A. Provide this child with the nurture, care, clothing, treatment and training suited to his/her needs.
- B. Room & board, clothing, personal needs, recreation, incidentals, supervision, education, and social services.
- C. Transportation. Transportation includes escorted admission into the program and unescorted exit for students who have graduated/ completed the program. Students who do not complete the program will receive an escorted exit.
- D. It is the responsibility of the placing agency to pay for psychotropic medications that have been prescribed to student prior to or at the time of admission. Rite of Passage will pay for psychotropic medications that have been prescribed by Rite of Passage after placement
- E. Probation visits. Two probation officer visits to the youth are included within their 12-month program. A total of two round-trip tickets will be purchased, including lodging.
- F. Parent visits. Two round trips are provided per 12-month length of stay, with a maximum of two visitors (mother and father, or legal guardian) per trip.
- G. Follow admission requirements related to medical screening, physical examination, medical testing and immunization.
- H. Encourage the maintenance of the natural parent-child relationship and include the child's parents in the treatment plan when possible.

Johnson County Juvenile Probation Department Residential Placement Contract

- I. Not use corporal punishment, deprivation of meals, monetary allowances, visits from parents, home visits, threat of removal or any type of degrading or humiliating punishment and to use constructive alternative methods of discipline.
- J. Respect and keep confidential information given about the child and their family.
- K. Work toward termination of placement on a planned basis with maximum involvement of the child, parents and the agency.
- L. Conduct a staffing or review on this child at least quarterly.
- M. Submit an initial diagnostic summary to the agency within three (3) months from the date of placement.
- N. Submit ongoing written evaluations to the agency and/or parents or guardians quarterly.
- O. Immediately notify responsible party of significant changes in this child's health, behavior or location.
- P. Submit copies of any pertinent information such as school reports, medical reports and psychological/psychiatric reports as completed.
- Q. Give responsible party prior notice of at least 7 days of intent to discharge this child unless it is agreed upon with the agency that less notice is necessary.
- R. Conform to the applicable facility licensing/certification requirements.
- S. Provide access to appropriate parties of documentation when documentation is maintained on children in their care.
- T. Notify the agency and/or parents or guardians immediately if an application is made on behalf of this child for any kind of income. Examples of income include, but are not limited to, child support payments, Veterans Benefits, Railroad Retirement, Social Security, RSHDI, and Supplemental Security Income/State Supplemental Program (SSI/SSP).
- U. Remit to Department of Public Social Services any income received on behalf of this child while in foster care up to the full cost of board and care plus medical cost. In addition, the agency will cooperate to have the Social Security Administration, or the appropriate agency, make the Department of Public Social Services the payee for any funds received on behalf of this child.
- V. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. COUNTY must approve the child's participation in any furloughs, home visits, or extended agency trips.
- W. Ensure that the child's parent(s) or legal guardian(s), COUNTY, and specifically the County Placement Officer, including Texas Department of Human Services are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The COUNTY and parent(s) or legal guardian(s) will be informed immediately if during working hours. After normal working hours, the Juvenile Services On-Call Officer will be notified by calling 817-648-8185 as well as the parent(s) or legal guardian(s). In the event of serious illness or accident and for any required follow-up care SERVICE AGENT shall be responsible for having the child transported to the nearest hospital or emergency care facility. If the child returns to the SERVICE AGENT within ten (10) days or prior to the last billing day of the month, whichever shall receive payment for those days the child was absent from the SERVICE AGENT, but not to exceed ten (10) days payment.
- X. Recognizing that a part of a child's rehabilitation program may include time away from the residential setting of the SERVICE AGENT such as weekends, holidays, etc., and that the SERVICE AGENT must retain space for this child until their return, COUNTY will pay the SERVICE AGENT the herein agreed upon amount for such regularly scheduled days away from the SERVICE AGENT of its program providing they do not exceed ten (10) days at any one time.
- Y. The SERVICE AGENT is under no obligation to retain space for the child in unauthorized departure situations.
- Z. The SERVICE AGENT is under no obligation to accept a child who is deemed inappropriate for placement in the program by the SERVICE AGENT.

The COUNTY Agrees to the following:

- A. Conduct a pre-placement visitation of the Rite of Passage site. This visitation may be waived.
- B. Acknowledge that Rite of Passage is a behavior modification and treatment program for at-risk youth.
- C. Provide Rite of Passage the necessary background information and needs of the child necessary for effective care. This shall include a social work assessment, medical reports, educational assessment, psychological/psychiatric evaluations, and identification of special needs when necessary. This shall be made available to Rite of Passage within 14 days from date of placement.
- D. Work with Rite of Passage toward development of a treatment plan.
- E. Work toward termination of child's placement with Rite of Passage staff.

- F. Continue paying for this child's care as long as eligible and Rite of Passage maintains child on an active status or until Rite of Passage requests that placement be terminated.
- G. Assist in the maintenance of the child's constructive relationships with parents and other family members.
- H. Contact this child in Rite of Passage at least once a month. If case plan would indicate less frequent contact, Rite of Passage will be informed.
- I. Inform Rite of Passage if child has any tendencies toward dangerous behavior.
- J. Provide proof of medical coverage at the time of placement. If no medical coverage exists, payment is the responsibility of the County.
- K. Provide authorization for medical treatment, signed by parents or legal guardian.
- L. Consent to the JIREH Safe Physical Management Physical Restraint Procedure as the method used by certified Rite of Passage personnel to intervene with harmful behavior.
- M. Consent to the Rite of Passage REFOCUS Programs as the protocol for students being placed in protective separation rooms.
- N. Consent to Rite of Passage Runaway Policy as the protocol for procedures for the truant student.
- O. Consent to the child participating in rigorous physical training and individual and team sports.
- P. Represent that the child has no physical ailments or conditions that would prevent him from participating in rigorous physical activities.

IV. COMPENSATION

- A. For and in consideration of the above-mentioned services, COUNTY agrees to pay the SERVICE AGENT the per diem rates of \$162.30 per day based upon the Specialized Level of Care provided, in accordance with the schedule of rates set by the Texas Juvenile Justice Department as currently effective or subsequently amended.
- B. This fee does not exceed the actual cost of child care of the SERVICE AGENT.
- C. SERVICES AGENT will submit an invoice for payment of services to COUNTY on a monthly basis. Said invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: name of the child or children for whom payment is being requested along with the number of days (stated consecutively), date service was rendered, hourly rate, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by COUNTY in order to monitor SERVICE AGENT for financial compliance with this Agreement. Invoice submitted by SERVICE AGENT in proper form shall be paid by COUNTY in a timely manner.
- D. SERVICE AGENT must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid.
- E. SERVICE AGENT is hereby notified that state funds are used to pay for services rendered to COUNTY. For this reason, SERVICE AGENT shall account for the receipt and expenditure of all funds received from COUNTY, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. In the event of an investigation by the TJJD or COUNTY, the SERVICE AGENT shall submit to COUNTY upon request a financial audit prepared by independent certified public accountant.

V. INDIVIDUAL CASE PLAN AND FAMILY INVOLVEMENT

- A. Each child placed with the SERVICE AGENT shall have a written Individualized Case Plan (ICP), developed in concert with the child and mutually agreed upon by the appropriate SERVICE AGENT staff and appropriate county personnel along with a family member within thirty (30) days of placement, identifying which of the nine (9) domains pertain to the child. The Case Plan shall be reviewed every 6 months thereafter or more often if necessary, until the child is released from the program.
- B. The ICP shall contain the reasons why the placement will benefit the child and specify behavior goals and objectives as they pertain to the nine (9) domains being sought for each child. Included shall be how the goals and objectives are to be achieved in the SERVICE AGENT placement. The ICP shall state how the parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the child's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

- C. Copies of the original ICP and the periodic reviews are to be maintained by the SERVICE AGENT and the COUNTY.
- D. COUNTY reserves the right to terminate the child's placement at the SERVICE AGENT at its discretion. The SERVICE AGENT must not release a child to any person or agency other than the COUNTY without the express consent of the COUNTY.
- E. Unless otherwise stipulated by COUNTY, the child may visit freely with parents and relatives at the home in accordance with established SERVICE AGENT policies.
- F. Suspected or alleged cases of child abuse must be immediately reported to the COUNTY and the Department of Human Services by the SERVICE AGENT.

VI. EXAMINATION OF PROGRAM AND RECORDS

- A. The SERVICE AGENT agrees that it will permit the COUNTY to examine and evaluate its program of services provided under the terms of this contract and to review COUNTY child records. This examination and evaluation of the program may include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the SERVICE AGENT and the child.
- B. The SERVICE AGENT shall provide to the COUNTY such descriptive information on contracted child as requested on forms provided by the COUNTY.
- C. The SERVICE AGENT agrees to maintain and make available for inspections, audit or reproduction by an authorized representative of COUNTY and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this contract, (hereinafter called the "records").
- D. The SERVICE AGENT shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising there from have been resolved.
- E. Provide the COUNTY with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- F. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to:
 - i. percentage of youth in program successfully achieving set education goals,
 - ii. percentage of youth achieving set vocational goals,
 - iii. percentage of youth achieving set social skills goals,
 - iv. percentage of youth demonstrating overall progress,
 - v. number and type of investigations made by the TXDFPS or any law enforcement agency due to reports of abuse and/or neglect.

These records shall be made available to COUNTY for periodic inspection.

- G. SERVICE AGENT shall adopt and comply with 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 Contract, including the Prison Rape Elimination Act of 2003 (PREA). **The service provider has a zero tolerance towards all forms of sexual abuse and sexual harassment in accordance with the provision of the Prison Rape Elimination Act of 2003 that provides for administrative and/or criminal disciplinary sanctions.** The service provider shall adopt policies and comply with the Prison Rape Elimination Act of 2003 (28 CFR SS 115) standards and shall permit the placing county to monitor its facility and records as necessary to ensure that the Service Provider is complying with said standards. Under the provisions of the Prison Rape Elimination Act of 2003, the Service Provider shall provide to the placing county all incident-based aggregate date reports for every allegation of sexual abuse or sexual harassment and all such data that may be requested by the Department of Justice from the previous calendar year no later than June 30 (SS115.387 (f)) and the data

necessary to answer all questions from the most recent version of the Survey of Sexual Violence. The Service Provider shall report to the placing county in writing within 15 days any positive findings by a court or governmental agency that the Service Provider has violated a relevant federal statute or rule.

H. SERVICE AGENT shall assist fully with any and all audits.

VII. CONFIDENTIALITY OF RECORDS

A. SERVICE AGENT shall maintain strict confidentiality of all information and records relating to children involved with COUNTY, and shall 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.

VIII. DISCLOSURE OF INFORMATION

A. SERVICE AGENT warrants that, prior to entering this contract, it has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to COUNTY:

- i. Any and all corrective action required by any of SERVICE AGENT's licensing authorities;
- ii. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of SERVICE AGENT that has direct contact with juveniles was the alleged or designated perpetrator;
- iii. The identity of any of SERVICE AGENT's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term *criminal history* shall include: (1) current felony and misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten (10) years; or (3) a jail able misdemeanor conviction or deferred adjudication within the past five (5) years.

IX. ASSURANCES

- A. The SERVICE AGENT is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to comply with standards of TJJD and to measure progress toward specified Goals and Outcomes, if applicable.
- B. Under Section 231.006, Family Code, the SERVICE AGENT certifies that the individual or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated, and payment may be withheld if this certificate is inaccurate.
- C. The SERVICE AGENT 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 AGENT 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 AGENT will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through SERVICE AGENT and the requirement to cooperate is included in any subcontract it awards.
- D. The SERVICE AGENT will pay all taxes, if any, required by law arising by virtue of the services performed hereunder. The COUNTY is qualified for sales tax exemption pursuant to Section 151.309 of the Texas Limited Sales Excise and Use Tax Act.
- E. The SERVICE AGENT currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the SERVICE AGENT's provision of services under this agreement and must notify COUNTY within 24 hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

- F. Neither COUNTY nor any employee thereof is an agent of the SERVICE AGENT and neither SERVICE AGENT nor any employee thereof is an agent of COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.
- G. SERVICE AGENT agrees to indemnify and hold harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, penalties and expenses, including attorney's fees, with respect to SERVICE AGENT'S performance under this contract for which the SERVICE AGENT is liable.
- H. No person not a party to this contract may bring a cause of action pursuant to this contract as a third party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such a party may have immunity under Texas law.
- I. SERVICE AGENT agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

X. REPRESENTATION AND WARRANTIES

SERVICE AGENT hereby represents and warrants the following:

- A. That it has all necessary right, title, license, and authority to enter into this Agreement;
- B. That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions as well as for any potential liabilities that arise from or related to this Agreement; and
- C. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code, Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect and exploitation allegations.

XI. FEE ASSESSMENT

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

XII. EQUAL OPPORTUNITY

- A. Services shall be provided by the SERVICE AGENT in compliance with the Civil Rights Act of 1964. The SERVICE AGENT will not discriminate against any employee, applicant for employment, or child because of race, religion, sex, national origin, age or handicapped condition.
- B. The SERVICE AGENT will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, sex, national origin, age, or handicapped condition.

XIII. OFFICIALS NOT TO BENEFIT

- A. No officer, member or employee of COUNTY and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect in this contract or the proceeds thereof.

XIV. TERMINATION

A. Termination – Without Cause:

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract shall be deemed given when personally delivered or mailed certified or registered United States Mail, postage prepaid, addressed as follows:

Johnson County Juvenile Probation
Cristy Malott, Chief
Johnson County Juvenile Probation
1102 East Kilpatrick Suite C
Cleburne, TX 76031

Rite of Passage, Inc
Ms. Carolyn Jenkins-Bower
Chief Financial Officer
2560 Business Parkway, Suite A
Minden, NV 89423

B. Termination – With Cause:

The COUNTY may terminate this contract within thirty (30) days of delivery of written notice for SERVICE AGENT'S failure to achieve the defined goals, outcomes, strategies and outputs as set forth in the provisions and attachments to this contract and/or SERVICE AGENT'S failure to comply with all terms and conditions set forth in this contract. Notice of termination shall be deemed given to SERVICE AGENT when personally delivered or mailed certified or registered United States Mail, postage prepaid at the address listed above in Paragraph A – Termination – Without Cause.

C. LIQUIDATED DAMAGES

1. In the event that this contract is terminated for cause by COUNTY, SERVICE AGENT agrees to pay COUNTY for any monies paid for services not rendered by SERVICE AGENT prior to the effective date of termination of this contract.

XV. AMENDMENT

COUNTY may amend, modify, or alter the terms of this Agreement and specify an effective date thereof. COUNTY will then notify SERVICE AGENT in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by SERVICE AGENT will signify its acceptance of these changes. If SERVICE AGENT declines to accept changes made by COUNTY, SERVICE AGENT may terminate this Agreement subject to the conditions therein.


XVI. NON-BOYCOT PROVISION

Rite of Passage, Inc verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Rite of Passage, Inc. further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

XVII. LAW AND VENUE


- A. In any legal action arising under this contract, the laws of Nevada shall apply and venue shall be in the Douglas County, Nevada.

Johnson County Juvenile Probation Department
STATE OF TEXAS

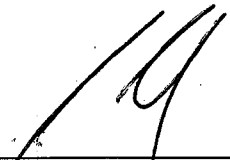
By: 
Cristy Malott, Chief
Johnson County Probation Department
1102 East Kilpatrick, Suite C
Cleburne, TX 76031

Date: 11-15-18

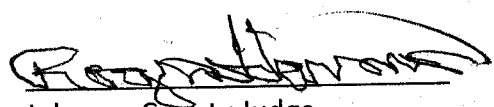
RITE OF PASSAGE, INC.

By: 
Mrs. Carlyn Jenkins-Bower, Chief Financial Officer
2560 Business Parkway, Suite A
Minden, NV 89423
Phone #: 775-267-9411
Fax: 775-267-9420

Date: 11-9-18


Chairman, Juvenile Board

11/16/18
Date


Johnson County Judge

11/26/18
Date