

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~~ 11-15-18

**DEPARTMENT:** Juvenile Services

**SIGNATURE OF DEPARTMENT HEAD:**



**REQUESTED AGENDA DATE:** ~~11-13-2018~~

11-26-18

**SPECIFIC AGENDA WORDING:** Rite of Passage (Granbury) Contract for Detention 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 SECURE SHORT-TERM DETENTION SERVICES**  
**RITE OF PASSAGE, INC.**

In accordance with provisions of the Governor's Office, Criminal Justice Division and TJJD, Johnson County Juvenile Board at the request of and on behalf of Johnson County (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 for a total of 12 months, commencing September 1, 2018 and ending August 31, 2019.

**II. PURPOSE**

The purpose of this Secure Short-term Detention Services Agreement is to provide the County with Short-term Detention Care for children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court. There will be a guaranteed 3 bed allotment for use by Johnson County. 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.

<u>Contract Facility Name</u>	<u>Address</u>	<u>City / State/ Zip</u>
Lake Granbury Youth Services	1300 Crossland Road	Granbury, TX 76048

**III. SERVICES**

The SERVICE AGENT is an educational, 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 room and board, supervision twenty-four hours per day, seven days a week; routine medical examination and treatment within the Facility (but shall not provide or pay for emergency examination, treatment, or hospitalization outside of the Facility); an approved education program; recreation facilities; and counseling to each child placed within the Facility.
- B. If emergency examination, EMS treatment, health care treatment and /or hospitalization outside the Facility ("Outside Treatment") is required for a child placed in the facility, the Administrator of the facility is authorized to secure the Outside Treatment at the expense of the County. The County agrees to reimburse Service Agent, its officers, directors, representatives, agents, shareholders and employees for Outside Treatment. The Administrator shall notify the appropriate Treatment.

The Administrator shall notify the appropriate County officials of Outside Treatment within twenty-four (24) hours of its occurrence.

- B. Children from the County who are alleged to have engaged in delinquent conduct including a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any Juvenile Court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the appropriate Juvenile Court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention Facility prior to the child's re-admission.
- C. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- D. If a child is accepted by the Facility from the County and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the Probation Department of the County of this determination. The child shall immediately be removed from the Facility. It will be the responsibility of the County to provide for the transportation for the removal of the child.
- E. Service Agent agrees that the facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- F. It is further understood and agreed by the parties that children placed in pre-adjudication care in the facility shall be removed from the Facility by the appropriate authorities from the County, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the Court Order issued at the conclusion of the initial detention hearing by the Judge of the appropriate Juvenile Court unless a new Order has been issued authorizing the continued detention, and a copy of the new Order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the Order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that the court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.
- G. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of the County pursuant to: (a) paragraph E of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of the placing County.
- H. Service Agent shall be in compliance with all Standards and requirements of the Texas

Juvenile Justice Department and all applicable State and Federal law.

- I. Service Agent shall provide twenty (24) hour supervision for the client, including awake staff during sleeping hours in a Secure Facility.
- J. Each child placed in the facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to the Juvenile Probation Officer of the detaining County.
- K. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.
- L. It is further understood and agreed by the parties that nothing, in this contract shall be construed to permit the placing County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Agent, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of the County shall control the condition and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

#### IV. COMPENSATION

- A. For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Agent the sum of **\$330 per day (\$110 per bed)** for a total of three (3) detention beds. The daily rate shall be paid to the Service Agent for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility. Three (3) detention beds will be reserved for Johnson County male youth at all times. Additional beds may be made available, at a rate of \$115, if needed.
- B. Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of **\$310** per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of **\$105** per exam.
- C. Service Agent will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Agent for financial compliance with this Agreement. Invoices

submitted by Service Agent in proper form shall be paid by Juvenile Probation in a timely manner.

D. Service Agent shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Agent shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

1. Service Agent has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Agent shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
2. If Service Agent does not obtain an annual outside audit, then Service Agent shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.

E. It is understood and agreed by Service Agent that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

F. In the event that State Reimbursement Rates are increased during the duration of the terms of this contract, the new rates will become effective reflecting those of the increase.

G. Service Agent agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Agent will not contact other department employees regarding any claims of payment.

H. Service Agent will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.

I. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the cost of mediation services equally.

## **V. ADDITIONAL TERMS AND AGREEMENTS**

A. Prior to transporting a child to the Facility for placement in Secure Short-Term Detention, the

official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officers of Juvenile Probation may be denied if space limitations require as determined by the Facility.

- B. A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order / Authorization for Detention from the Juvenile Court of the County.
- C. It is understood and agreed that any youth placed in the facility, by the contracted County, shall be responsible for any damages caused by their youth. The Service Agent shall notify the placing agency of such damages and provide estimates / invoices as soon as they're available. Total cost of damages shall be placed on the normal, monthly billing statement, when all cost of Repairs have been received.
- D. Each placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- E. This contract, terms and agreements are transferable.

#### **VI. EXAMINATION OF PROGRAM RECORDS**

- A. Service Agent agrees that it 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 site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Agent and the children when deemed necessary.
- B. Service Agent shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- C. For purpose of evaluation, inspection, auditing or reproduction, Service Agent agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- D. Service Agent will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Agent will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.
- E. "Contractor 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 it or investigation in connection with those funds. Contractor 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. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."

## VII. CONFIDENTIALITY OF RECORDS

Service Agent shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation 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. DUTY TO REPORT

As required by §§261.101 and 261.405 of the Texas Family Code, Service Agent shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

- A. Local law enforcement agency (such as the **Granbury Police Department**);
- B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
- C. Johnson County.

## IX. DISCLOSURE OF INFORMATION

Service Agent warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, 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 Juvenile Probation:

- A. Any and all corrective action required by any of Service Agent's licensing authorities;
- B. Any and all litigation filed against the Service Agent, or against its employees, interns, volunteers, subcontractors, agents and /or consultants that have direct conflict with juveniles;
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the Service Agent that has direct contact with juveniles;
- D. 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 the Service Agent that has direct contact with juveniles was the alleged or designated perpetrator;

- E. The identity of any of the Service Agent's employees, interns, volunteers, subcontractors, agents and / or consultants that have direct contact with juveniles that are registered sex offenders; and
- F. The identity of any of the 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 or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

## **X. EQUAL OPPORTUNITY**

Service Agent agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Agent agrees it:

- a) Will not discriminate against any child, childcare Agent, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Service Agent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.
- b) Will, in all solicitations or advertisement for employees placed by or on behalf of the Service Agent, state that all qualified applicants for positions in the Facility, will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) Shall abide by all applicable federal, State and local laws and regulations.

## **XI. OFFICIALS NOT TO BENEFIT**

No officer, employee or agent of Juvenile Probation 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 who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his / her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

## **XII. DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT**

Juvenile Probation may, by written notice of default to Service Agent, terminate the whole or any



part of this Agreement, as it deems appropriate, in any one of following circumstances:

- A. If Service Agent fails to perform the work called for by this Agreement within the time specified herein or any extension thereof, or
- B. If Service Agent fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Agent does not cure such failure within a period of ten (10) days.
- C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
- D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.
- E. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notice required in this Agreement shall be deemed to have been received when actually received.

Rite of Passage-LGYS  
2560 Business Parkway  
Minden, NV 89423

Johnson County  
Juvenile Probation  
1102 E Kilpatrick Suite C  
Cleburne, TX 76031

- F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.
- H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of the party in any other circumstance.

- J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

### **XIII. TERMINATION**

The initial term of this Contract shall be for a period of twenty four months from the effective date; however, if either party 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, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice of Termination. At 12:00 o'clock Midnight, thirty (30) calendar days after the date of the Notice of Termination, this contract shall terminate, become null and void, and be of no further force or effect. Such termination shall not affect or diminish the County's responsibility for payment of any amounts due and owing at the time of termination of the contract. The County shall remove at its expense all children placed in the Facility on or before the termination date.

### **XIV. INDEMNIFICATION**

It is further agreed that Service Agent will indemnify and hold harmless the County, against any and all negligence, liability, loss, cost, claims or expenses arising out of wrongful and negligent act(s) of commission or omission by Service Agent, its agents, servants or employees arising from activities under this contract. Service Agent shall have no obligation to indemnify and hold harmless the County for any act(s) of commission or omission of the County or the County's agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

### **XV. REPRESENTATIONS & 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 is qualified to do business in the State of Texas; that it hold 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 operations of its business; and that there are no taxes due and owing to the State of Texas, the County, or any political subdivision thereof;
- C. Service Agent will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Agent. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore, the Juvenile Probation shall be notified immediately upon any changes in the status of insurance

policies and shall promptly furnish updated certificates of insurance to Juvenile Probation.

- D. 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 Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.

#### **XVI. TEXAS LAW TO APPLY**

The Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Johnson County, Texas.

#### **XVII. VENUE**

Exclusive venue for any litigation arising from this Agreement shall be in Johnson County, Texas

#### **XVIII. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Agreement shall 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.

#### **XIX. PRIOR 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.


#### **XX. PRISON RAPE ELIMINATION ACT (PREA)**

- A. Service Agent shall 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) which establishes a zero-tolerance standard against sexual assault of incarcerated person, including juveniles and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.
- B. Under PREA, Service Agent shall make available to the chief Juvenile Probation Officer all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30<sup>th</sup> [PREA 115.387 (e) and (f)].


- C. All Contracted Counties shall ensure that their Department employees and / or employees of other agencies that Contracted County send to the service Agent's location (facility), have completed PREA training.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by the County having juvenile jurisdiction for the children placed in the Facility.

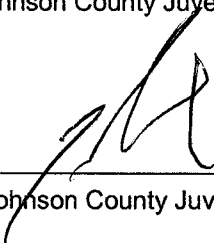
**RITE OF PASSAGE, INC.**

By:   
Carolyn Jenkins-Bower  
Chief Financial Officer

**Johnson County JUVENILE SERVICES**

By:   
Cristy Malott, Director  
Johnson County Juvenile Services

11-2-18  
Date

By:   
Johnson County Juvenile Board Chair

11/15/18  
Date

By:   
Johnson County Judge

11/26/18  
Date

By: \_\_\_\_\_  
~~Johnson County Juvenile Board Chair~~

\_\_\_\_\_  
Date

## **Exhibit "A"**

### **JUVENILE CONTRACT TERMS**

#### **ADDENDUM**

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This Addendum is a part of an agreement made between **Johnson County** and **Rite of Passage, Inc.** hereinafter known as **SERVICE PROVIDER**. The primary agreement is identified as **CONTRACT FOR SECURE SHORT-TERM DETENTION SERVICES RITE OF PASSAGE, INC.**. This Exhibit "A" addendum is being incorporated into said agreement for all purposes.

#### **General Legal and Regulatory Compliance**

1. **SERVICE PROVIDER** shall comply with all state and federal laws, regulations, standards, policies, and procedures applicable to **SERVICE PROVIDER** and provision of services.
2. The **SERVICE PROVIDER** shall keep all applicable certification and/or licenses current. **SERVICE PROVIDER** shall provide **COUNTY** with proof of current state license, certification, or other necessary regulatory permits, and similar documents. A copy of such documents should be delivered to Johnson County Juvenile Services office and made a part of the Service Provider's file with the County upon execution of this contract. This requirement applies to subcontractor who supplies or provides any subcontracted service under this contract. Additionally, proof of current licenses or certifications shall be provided on an annual basis, regardless of the dates of renewal or the dates of this contract.
3. **SERVICE PROVIDER** shall provide professional credentials and licensing of staff as applicable.
4. **SERVICE PROVIDER** shall notify **COUNTY** within 7 days should any license be suspended or revoked.
5. **SERVICE PROVIDER** shall disclose any pending or initiated criminal or governmental investigations related to service provider (e.g., FBI, DOJ, TJJ, etc.). This disclosure shall be made in writing and shall be made within 7 days of Service Provider becoming aware of such investigation.
6. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement shall be Johnson County, Texas. Any action brought in Federal Court shall be brought in the Northern District of Texas, Dallas division.

#### **Accounting, Reporting and Auditing Requirements**

7. The County will monitor the **SERVICE PROVIDER** and exercise reasonable care to enforce all terms and conditions of this contract. **SERVICE PROVIDER** agrees to fully cooperate in the monitoring process.
8. **SERVICE PROVIDER** 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. Contractor 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. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

9. **SERVICE PROVIDER shall certify eligibility to receive state funds under Section 231.006 of the Texas Family Code regarding child support. Further in accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five (25%) or more of SERVICE PROVIDER is more than thirty (30) days delinquent in paying court ordered child support. Completion of TJD-FIS-180 will satisfy this requirement. SERVICE PROVIDER fully acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. Further, by signing this Addendum SERVICE PROVIDER states and certifies as follows:**

"Under Section 231.006, Family Code the SERVICE PROVIDER certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

10. **SERVICE PROVIDER shall be a vendor in good standing [i.e. not on "vendor hold"] with the Texas Comptroller of Public Accounts, if applicable.**
11. **SERVICE PROVIDER agrees to the use of Generally Accepted Accounting Principles (GAAP).**
12. **SERVICE PROVIDER is hereby notified that funds received in the provision of this contract may be in whole or in part funds issued by the State. The SERVICE PROVIDER agrees to account separately for the receipt and expenditure of any and all funds paid to the SERVICE PROVIDER by the County.**
13. **Payment shall be made pursuant to Chapter 2251 Texas Government Code**

13A. **Pursuant to Texas Government Code Section 2251.021 and this Amendment, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:**

- (1) the date the governmental entity receives the goods under the contract;
- (2) the date the performance of the service under the contract is completed; or
- (3) the date the governmental entity receives an invoice for the goods or service.

13B. **Pursuant to Texas Government Code Section 2251.025 and this Amendment, A payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:**

- (1) one percent; and
- (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

13C. **Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment**

13D. **Payment of Interest by Political Subdivision shall be pursuant to Texas Government Code Sec. 2251.027**

- (a) A political subdivision shall compute interest imposed on the political subdivision under this chapter.
- (b) The political subdivision shall pay the interest at the time payment is made on the principal.
- (c) The political subdivision shall submit the interest payment with the net amount due for the goods or service.

- (d) The political subdivision may not require a vendor to petition, bill, or wait an additional day to receive the interest due.
  - (e) The political subdivision may not require a vendor or subcontractor to agree to waive the vendor's or subcontractor's right to interest under this chapter as a condition of the contract between the parties.
14. **SERVICE PROVIDER** shall retain all records for a minimum of 7 years following the closure of the most recent audit report or until any pending audits, and any outstanding litigation, audit, or claim has been resolved and all questions arising therefrom have been resolved and shall make available for inspection and/or monitoring by the County, Texas Juvenile Justice Department, or any state or federal agency authorized to inspect the same.

#### **Miscellaneous Provisions**

15. **Open Records:** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't. Code §552.001 *et seq.*, as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act.
16. **Limitation on the Right to Bring Action:** The laws of the State of Texas, Texas Civil Practice and Remedies Code, Section 16.070, as amended shall govern limitations for the right of SERVICE PROVIDER to bring an action, regardless of form, thus any provision to the contrary is void.
17. **Claim for Future Revenue:** Under Texas Law, a contract with a governmental entity that contains a claim against future revenues is void, thus any provision to the contrary is void.
18. **Indemnification:** The parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an Agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.
19. **Affirmative Action:** The SERVICE PROVIDER will take affirmative action to ensure any and all applicants are employed and treated during employment without regard to their race, religion, color, sex, national origin, age or handicap.
20. **Workplace Guidelines and Confidentiality:** SERVICE PROVIDER agrees that it shall adopt and implement work place guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees, clients, staff and residents served by the Juvenile Probation Department.
21. **No Person or Pecuniary Interest:** No officer, member or employee of Johnson 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 exercises 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/her personal interest, have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.
22. **No Discrimination:** SERVICE PROVIDER certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

23. **No Subpoena Required for Testimony:** Upon reasonable request from Johnson County Juvenile Services or the Johnson County Attorney's Office, Service Provider's employees and agents who have contact with juveniles and their families or who provide program services shall testify in court and shall NOT require a subpoena or fail to testify based upon lack of a subpoena, or residing, working, or otherwise being beyond the range of a subpoena.

24. **Will not Boycott Israel or do Business with Terrorists:** SERVICE PROVIDER 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. SERVICE PROVIDER 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.


In the event of any conflict between either the terms and provisions of this addendum and the terms and provisions of those contractual provisions tendered to Johnson County, this addendum shall control.

APPROVED AS TO FORM AND CONTENT:

  
Johnson County Judge

11/26/18  
Date

Attest:

  
Johnson County Clerk,  
Becky Ivey or Deputy County Clerk



11/26/18  
Date

Johnson County Juvenile Board Chairman

 CFO  
Authorized Representative, Title  
SERVICE PROVIDER

11/15/18  
Date

10-4-18  
Date