

**REQUEST FOR AGENDA PLACEMENT FORM**

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

SUBMITTED BY: Steve Gant TODAY'S DATE: 8/25/2022

DEPARTMENT: Juvenile Services

SIGNATURE OF DEPARTMENT HEAD: \_\_\_\_\_



REQUESTED AGENDA DATE: 9/12/2022

**SPECIFIC AGENDA WORDING:**

Consideration of Contract for Residential Services Rite of Passage, Inc.

COMMISSIONERS COURT

SEP 12 2022

**Approved**

**PERSON(S) TO PRESENT ITEM:**

Cristy Malott

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

TIME: 1 min

(Anticipated number of minutes needed to discuss item)

ACTION ITEM:

WORKSHOP:

CONSENT:

EXECUTIVE:

**STAFF NOTICE:**

COUNTY ATTORNEY:

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS:

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 TJJD, JOHNSON COUNTY TX JUVENILE PROBATION DEPT Board at the request of and on behalf of JOHNSON COUNTY TX JUVENILE PROBATION DEPT (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, 2022 through August 31, 2023. 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 are 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 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.

**I. PURPOSE**

The purpose of this Residential Services Agreement is to provide COUNTY with long term 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.

<u>Contract Facility Names</u>	<u>Address</u>	<u>City / State/ Zip</u>
Lake Granbury Youth Services	1300 Crossland Road	Granbury, TX 76048
Texas Monarch Academy For Girls	370 King Street	Denison, TX 75020
The Oaks – Brownwood	800 FM 3254	Brownwood, TX 76801

**II. 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 childcare 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 are prescribed to student.
- E. Follow admission requirements related to medical screening, physical examination, medical testing and immunization.
- F. Encourage the maintenance of the natural parent-child relationship and include the child's parents in the treatment plan when possible.
- G. 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.
- H. Respect and keep confidential information given about the child and their family.
- I. Work toward termination of placement on a planned basis with maximum involvement of the child, parents and the agency.
- J. Conduct a staffing or review on this child at least quarterly.
- K. Submit an initial diagnostic summary to the agency within three (3) months from the date of placement.
- L. Submit ongoing written evaluations to the agency and/or parents or guardians quarterly.
- M. Immediately notify responsible party of significant changes in this child's health, behavior or location.
- N. Submit copies of any pertinent information such as school reports. Medical reports and psychological/psychiatric reports as completed.
- O. 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.
- P. Conform to the applicable facility licensing/certification requirements.
- Q. Provide access to appropriate parties of documentation when documentation is maintained on children in their care.
- R. 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).
- S. 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.
- T. 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.
- U. Ensure that the child's parent(s) or legal guardian(s), COUNTY, and specifically the County Placement Officer, including Texas Department of Juvenile Justice 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 as soon as possible, 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.

- V. 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.
- W. The SERVICE AGENT is under no obligation to retain space for the child in unauthorized departure situations.
- X. 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 sites. 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 Applicable). 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. County agrees to pay for treatment for youth placed with the SERVICE AGENT who had a pre-existing medical condition, unless treatment for the pre-existing condition is part of the rehabilitation program of the SERVICE AGENT.
- M. COUNTY agrees to pay all medical and/or dental bills if:

- i) The SERVICE AGENT notifies the COUNTY or designee prior to the services being rendered; or;
  - ii) If, in vendor's (physician and/or dentist) opinion, the services cannot be delayed a sufficient amount of time to comply with the above without hardship to the youth; and,
  - iii) The SERVICE AGENT notifies the COUNTY and/or designee of the probable charges the next working day after services are provided.
  - iv) As appropriate, the SERVICE AGENT will provide proof of Medicaid coverage to the Medical Service Provider to enable them to seek Medicaid payment for medical services rendered.
- N. Consent to the Handle with Care Safe Physical Management Physical Restraint Procedure as the method used by certified Rite of Passage personnel to intervene with harmful behavior.
  - O. Consent to the Rite of Passage REFOCUS Programs as the protocol for students being placed in protective separation rooms.
  - P. Consent to Rite of Passage Runaway Policy as the protocol for procedures for the truant student.
  - Q. Consent to the child participating in rigorous physical training and individual and team sports.
  - R. Represent that the child has no physical ailments or conditions that would prevent him from participating in rigorous physical activities.

### III. COMPENSATION

- A. For and in consideration of the above-mentioned services, COUNTY agrees to pay SERVICE AGENT the per diem rate based upon the care provided, currently **\$255.00**.
- B. Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation and follow-up evaluations will be paid for by Juvenile Probation at the current contracted rates. These services and fees will be pre-authorized by the COUNTY.
- C. Education services are provided on-site through an accredited charter school. Should the COUNTY request GED preparation and/or testing, the COUNTY will be responsible for the rates and fees associated with those services.
- D. 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.
- 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.

#### **IV. 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 3 months (90 days) 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.
- A. Copies of the original ICP and the periodic reviews are to be maintained by the SERVICE AGENT and the COUNTY.
- B. 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.
- C. Unless otherwise stipulated by COUNTY, the child may visit freely with parents and relatives in accordance with established SERVICE AGENT policies.
- D. Suspected or alleged cases of child abuse must be immediately reported to the COUNTY and the Department of Human Services by the SERVICE AGENT.

#### **I. 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 seven 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 Provider 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 Provider shall assist fully with any and all audits.

## **II. 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.

## **III. 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.

#### IV. 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.

#### **V. 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.

#### **VI. 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.

#### **I. 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.

## II. 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.

## III. 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:

Rite of Passage, Inc.  
2560 Business Pkwy Ste A  
Minden NV 89423

JOHNSON COUNTY TX JUVENILE PROBATION  
DEPT  
1102 E. Kilpatrick, Suite C  
Cleburne, TX 76031

- B. Funding out: Service provider contracts that are funded in whole and in part with grant funds 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.

- C. 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.

- D. 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.

#### IV. 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.

#### I. LAW AND VENUE

- A. In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in JOHNSON COUNTY TX JUVENILE PROBATION DEPT, Texas.

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#### Rite of Passage, Inc.

By:   
Rusty Alexander  
Business Managing Director

  
Johnson County Judge

#### JOHNSON COUNTY TX JUVENILE PROBATION DEPT

By:   
Chief/Director or Designee  
Juvenile Probation Department

By:   
Juvenile Board Representative *8-23-22*

# JOHNSON COUNTY JUVENILE CONTRACT TERMS ADDENDUM

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This Addendum is a part of an Agreement made between Johnson County and **Rite of Passage**, hereinafter known as SERVICE PROVIDER. The primary Agreement is identified as **Contract for Residential Services Rite of Passage Inc.** This Addendum is being incorporated into said Agreement for all purposes. "Johnson County" or "County" as used herein shall be deemed to include or mean Johnson County Juvenile Services where appropriate or where necessary to give meaning to the Agreement.

## General Legal and Regulatory Compliance

1. SERVICE PROVIDER shall **comply with all state and federal laws**, regulations, standards, policies, procedures and administrative rules applicable to SERVICE PROVIDER and provision of services.
2. SERVICE PROVIDER shall keep all applicable certifications, licenses, registrations or other necessary regulatory permits current. SERVICE PROVIDER shall provide the County with proof of current state license, certification, registration or other necessary regulatory permits, and similar documents. A copy of such documents should be delivered to Johnson County Juvenile Services and made a part of the service provider's file with the County upon execution of this contract. This requirement applies to any 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 the County within 7 days should any license be suspended or revoked.
5. SERVICE PROVIDER shall disclose any pending or initiated criminal or governmental investigations and results/findings related to SERVICE PROVIDER (e.g., FBI, DOJ, TJJJ, etc.). This disclosure shall be made in writing and shall be made within 7 days of SERVICE PROVIDER becoming aware of such investigation.

## Accounting, Reporting and Auditing Requirements

6. 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.
7. 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. SERVICE PROVIDER further agrees to cooperate fully with the State Auditor's Office or successor in the conduct of such 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 SERVICE PROVIDER and the requirement to cooperate is included in any subcontract it awards.
8. 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 TJJJ-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 of the Texas 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.”

9. SERVICE PROVIDER shall be a **vendor in good standing** (i.e. not on “vendor hold”) with the Texas Comptroller of Public Accounts, if applicable.
10. SERVICE PROVIDER agrees to the use of **Generally Accepted Accounting Principles (GAAP)**.
11. 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. SERVICE PROVIDER agrees to **account separately** for the receipt and expenditure of any and all funds paid to SERVICE PROVIDER by the County.
12. Payment shall be made pursuant to Chapter 2251 of the Texas Government Code.
  - 12A. Pursuant to Texas Government Code Section 2251.021, 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.
  - 12B. Pursuant to Texas Government Code Section 2251.025, 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.
  - 12C. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment.
  - 12D. Payment of Interest by Political Subdivision shall be pursuant to Texas Government Code Section 2251.027:
    - (1) A political subdivision shall compute interest imposed on the political subdivision under this chapter.
    - (2) The political subdivision shall pay the interest at the time payment is made on the principal.
    - (3) The political subdivision shall submit the interest payment with the net amount due for the goods or service.
    - (4) The political subdivision may not require a vendor to petition, bill, or wait an additional day to receive the interest due.
    - (5) 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.
13. SERVICE PROVIDER shall retain all records for a minimum of **seven (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.

### **Clearly Defined Sanctions or Penalties for Contract Non-Compliance and Termination Provisions**

14. In the event of non-compliance or substandard compliance by SERVICE PROVIDER, **sanctions and penalties** may include, but are not limited to, the withholding, suspension, or reduction of payments, or termination of this Agreement. SERVICE PROVIDER may also become ineligible to enter into future agreements with the County.
15. **Termination** of this Agreement may occur according to the following provisions: upon thirty (30) days' written notice by either party to the other party; at any time by mutual agreement in a writing signed by both parties; or upon **expenditure of available funds**.
16. 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.

### **Prison Rape Elimination Act (Residential only)**

17. SERVICE PROVIDER 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) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detention, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.
18. SERVICE PROVIDER 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 [PREA Section 115.387(e) and (f)].
19. SERVICE PROVIDER shall be responsible for the financial cost associated with any PREA audit.


### **Miscellaneous Provisions**

20. **Open Records:** To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code Section §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.
21. **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.
22. **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.
23. **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.
24. **Affirmative Action:** 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.

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. Will Not Boycott Israel or do Business with Certain Terrorist Nations:** 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 as 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.
- 30. Will Not Discriminate Against Firearm Entity:** SERVICE PROVIDER verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- 31. Will Not Boycott Energy Companies:** SERVICE PROVIDER verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.
- In this provision:
- (1) "Boycott energy company" has the meaning assigned by Section 809.001.
  - (2) "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
  - (3) "Governmental entity" has the meaning assigned by Section 2251.001.
- 32. Conflict of Provisions or Documents:** In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. The terms of this Addendum shall be fully operative and have priority over all other documents and terms and any term to the contrary in other documents put forth by SERVICE PROVIDER is hereby deleted.


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

9-12-22  
Date

Attest:

  
Johnson County Clerk,  
Becky Ivey or Deputy County Clerk



9-12-22  
Date

  
Johnson County Juvenile Board Chairman

8/23/2022  
Date

  
Rusty Alexander, Business Managing Director  
Rite of Passage, Inc.

8/18/22  
Date