

STATE OF TEXAS

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INTERLOCAL COOPERATION AGREEMENT

COUNTY OF EL PASO

**EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
AND
THE GAINES COUNTY JUVENILE PROBATION DEPARTMENT**
Post-Adjudication Secure Correctional Facility Residential Treatment Services

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the Gaines County Juvenile Probation Department ("Sending County"), a political subdivision of the State of Texas, and the County of El Paso, on behalf of the El Paso County Juvenile Probation Department (collectively referred to as "Receiving County"), a political subdivision of the State of Texas. This Agreement is entered into by the parties pursuant to authority granted under the interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, Sending County is seeking secure post-adjudication correctional residential treatment services for children under the supervision of its juvenile probation department who are at risk of commitment to the TJJD; and

WHEREAS, Receiving County has the ability to provide said services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to provide Sending County with secure post-adjudication correctional treatment services for children under the probation supervision of Sending County who have been accepted by the El Paso County Chief Juvenile Probation Officer (El Paso County Chief) or their designee for placement at the Samuel F. Santana Challenge Academy (SFSCA) El Paso, a secure post-adjudication correctional facility.

ARTICLE II
DEFINITIONS

- 2.01 For purposes of this Agreement, the following definitions apply:
- 2.01.1 “Child/Children”: Any child/children under juvenile probation supervision of Sending County who have been accepted by the El Paso County Chief for placement at the Secure Post-Adjudication Facility.
 - 2.01.2 “Child’s Probation Officer”: A juvenile probation officer of Sending County who is assigned to a Child.
 - 2.01.3 “Post-Adjudication Facility”: Samuel F. Santana Challenge Academy (SFSCA), a secure post- adjudication corrections facility located at 6400 Delta Drive, El Paso, TX 79905.
 - 2.01.4 “Facility Administrator”: The individual designated by the El Paso County Chief who has ultimate responsibility for managing and operating the Samuel F. Santana Challenge Academy facility (SFSCA). This definition includes the certified juvenile supervision officer who is designated in writing as the acting Facility Administrator during the absence of the Facility Administrator.
 - 2.01.5 “Furlough”: A period of time during which a Child is allowed to leave the facility premises and go into the community unsupervised for various purposes consistent with public interest.
 - 2.01.6 “HIPAA”: Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191).
 - 2.01.7 “ITP”: Individualized Treatment Plan.
 - 2.01.8 “PREA”: Prison Rape Elimination Act of 2003 (34 U.S.C. Ch. 303 / 28 CFR §115).
 - 2.01.9 “El Paso County Chief”: El Paso County Chief Juvenile Probation Officer.
 - 2.01.10 “Treatment Team”: Multidisciplinary team comprised of, at minimum, probation, residential and treatment staff directly involved with a child’s treatment and programming in the SFSCA.

ARTICLE III
TERM

- 3.01 The term of this Agreement shall be for twelve (12) months, commencing on January 1, 2025, and expiring on December 31, 2025, with two (2) one-year (1) extensions which must be acknowledged and signed by both Parties.

ARTICLE IV
OPERATIONAL AUTHORITY

- 4.01 Receiving County owns and operates a pre-adjudication secure detention facility, and a post-adjudication secure correctional facility. The SFSCA is a secure post-adjudication correctional facility. The facility is registered with the Texas Juvenile Justice Department (TJJD) and certified by the El Paso County Juvenile Board.

ARTICLE V
ACCEPTANCE & PLACEMENT OF CHILD BY RECEIVING COUNTY

- 5.01 The SFSCA program placement objectives are to provide:
- 5.01.1 Effective programming and services for children placed in the SFSCA.
- 5.01.2 A successful transition and re-entry for children returning to their community.
- 5.02 Receiving County will only accept and place a child at the SFSCA with: 1) prior written approval of the El Paso County Chief or Facility Administrator; and 3) a health assessment, conducted by Receiving County, to determine if the child is in need of any emergency medical care and is not in psychiatric crisis. The parties acknowledge and agree that Receiving County is under no obligation to accept a child who is deemed by Receiving County to be inappropriate for placement in the SFSCA program.
- 5.03 Prior to admission, Receiving County shall receive from Sending County the TJJD “Interagency Placement Application” and any other pre-admission records pertaining to a child as currently listed, or subsequently amended, in 37 Texas Administrative Code, Sec. 343.600. All documents shall be sent to:

Challenge Academy Facility Administrator
Attn: Linda Y. Garcia
El Paso County Juvenile Probation Department
6400 Delta Drive
El Paso, TX 79905
jpdchallenge.gem@epcountytexas.gov
(915) 273-3491, ext. 2085 | Fax: (915) 273-3494

ARTICLE VI
RESPONSIBILITIES AND OBLIGATIONS OF RECEIVING COUNTY

- 6.01 SFSCA Services. Services to be provided include:
- 6.01.1 Routine supervision, intervention, and therapeutic services to provide for a child’s safety, involvement in age-appropriate structured activities, educational and rehabilitative services and guidance from professionals and paraprofessionals to help attain or improve functioning appropriate to a child’s age and functioning/development.
- 6.01.2 A full range of treatment and rehabilitative interventions including educational, social, recreational, psycho-educational, as well as behavioral and mental health services.

- 6.01.3 Appropriately licensed medical and mental health professionals to manage and facilitate ongoing treatment, to include crisis intervention, as needed.
- 6.01.4 Monthly Treatment Team meetings to develop and refine Individualized Treatment Plans (ITPs), monitor the progress of children, and plan each child's transition back to the community.
- 6.02 Education. Within the limits of state and federal law, Receiving County will ensure that all children will have access to, at a minimum, appropriate public education and related services through the El Paso Independent School District while residing at the SFSCA.
- 6.03 Medical Care. Receiving County will provide medical health care services that can be provided at the SFSCA.
- 6.04 Health Screening. The following applies for all juveniles who are to be transported to the El Paso County Juvenile Probation Department Detention Facility:
- a. Testing
- Pre-Transport: Prospective juveniles to be transported (transportee) shall be tested for COVID-19 prior to the start of the juvenile's transport in accordance with subparagraph (1) and (2):
- (1) The juvenile must be tested using a lab-based PCR diagnostic test or a rapid test conducted no later than forty-eight (48) hours prior to the start of the juvenile's transport. A negative result must be obtained by the SFSCA no later than 48 hours of a juvenile's transport to the SFSCA.
- (2) In the event the Sending County juvenile tests positive on arrival to the Receiving County, said juvenile will be isolated until such time the juvenile tests negative. In this event treatment services will be delayed and the Sending County will be notified within 24 hours.
- 6.05 Written Reports. Receiving County shall, on a monthly basis, provide the Child's Probation Officer with a written report of the child's progress toward, or achievement of, goals/objectives contained in the ITP.
- 6.06 Emergency Notification. Receiving County will ensure that the child's parent/legal guardian/custodian, Child's Probation Officer and any person specifically designated by an authorized agent of Sending County are promptly notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or incident, or has been transported to a hospital or emergency care facility within 4 hours.
- 6.07 To the extent required by applicable law, Receiving County will disclose to Sending County any known, pending, or initiated criminal or governmental investigations and results/findings by, but not limited to, the Federal Bureau of Investigation, Department of Justice, Texas Department of Juvenile Justice, Texas Health and Human Services Commission, Texas Attorney General's Office, any local or state law enforcement entity related to Receiving County, its employees, administrators, contractors, or advisory board members. Receiving County and the Sending County both acknowledge and understand providing placement to juveniles involved in criminal justice proceedings, subjects the personal and professional

conduct of employees of both entities to a higher level of scrutiny that it would otherwise in a private setting. Both Receiving County and Sending County understand that any personal or professional conduct of employees of either party that reflects poorly on the credibility or professional opinion of any employee or Receiving County staff member may be required to be disclosed to the Court handling the juvenile's case and/or attorneys or prosecutors involved in legal proceedings.

- 6.08 Receiving County will maintain all current federal, state, and local licenses, registrations, or other regulatory permits. Copies of the said licenses and permits will be sent to the Sending County's Chief Probation Officer, or their designee, upon execution of this Agreement.

ARTICLE VII

RESPONSIBILITIES AND OBLIGATIONS OF SENDING COUNTY

- 7.01 Transportation. Sending County shall be responsible for all transportation needs of a child, a Child's Probation Officer and a child's family, except for a child's transportation within El Paso County, Texas.
- 7.02 Probation Supervision. A child's probation supervision shall remain under the jurisdiction of Sending County while the child is receiving services under this Agreement.
- 7.03 Case Plan/Case Plan Review. The Child's Probation Officer is responsible for completing the Case Plan and ongoing Case Plan Reviews, and for providing copies to the Regional Diversion Coordinator, upon child's placement in the SFSCA. All Case Plans and Case Plan Reviews shall be conducted in accordance with Title 37, Part 11 of the Texas Administrative Code.
- 7.04 Child's Parent and Probation Officer Participation. The parties acknowledge that a significant part of a child's rehabilitation process is parental involvement. The SFSCA program requires a child's parent/legal guardian/custodian to participate in treatment planning, family services and transition planning, either in person or remotely. If a child's parent/legal guardian/custodian is unable to attend in person, arrangements may be made for participation via a variety of means, including HIPAA compliant audio/visual technology, which may include utilizing the internet. The SFSCA program requires that a Child's Probation Officer participate in treatment planning, multi-disciplinary team progress reviews and transition planning. A Child's Probation Officer from a Sending County shall conduct monthly visits with a child.
- 7.05 Confidentiality. Sending County may receive protected health information related to the child under Chapter 58, Texas Family Code, which must be kept confidential. Sending County must comply with all applicable state or federal laws or regulations requiring confidential information to be safeguarded, used, or disclosed only for authorized purposes by authorized users, including but not limited to: HIPAA privacy, security, and breach notification regulations; relevant Texas Family Code provisions; Sec. 159.005, Texas Occupations Code; and Sec. 129.001, Texas Civil Practice and Remedies Code.

ARTICLE VIII

SEPARATION OR DISCHARGE FROM THE SFSCA

- 8.01 When a child's separation from the SFSCA placement program is required due to disciplinary issues or concerns for the health, safety and security of the child, other children or staff, the child may be transferred to a separate unit in the SFSCA or to the Detention Center for temporary housing. The child may remain separated from the program until the Facility Administrator or

designee deems it appropriate for the child to return to the program or to be discharged from the SFSCA in accordance with Sec. 8.02.

- 8.02 If a child commits a new offense or a violation of probation while residing at the SFSCA, the child may be transferred to the Detention Center or to the El Paso County Jail depending on the child's age and offense level. Receiving County will promptly contact Sending County to determine the next course of action for the child. If Receiving County elects to discharge the child from the SFSCA, Sending County shall pick up the child at the Detention Center promptly within 24 hours, excluding weekends and holidays. Receiving County will only release a child to a person or agency specifically designated by an authorized agent of Sending County.
- 8.03 If a child is discharged from the SFSCA, Sending County will pay the per diem rate set forth in Addendum A for each day a child remains in the SFSCA past the initial 24-hour time period, excluding weekends and holidays.
- 8.04 Receiving County reserves the right to discharge a child from placement at the SFSCA at its sole discretion and for any reason whatsoever. If the child is discharged, Sending County must send an authorized person or agency to pick up the child. Receiving County will only release a child to a person or agency specifically designated by an authorized agent of Sending County.

ARTICLE IX
FURLOUGH FROM THE SFSCA

- 9.01 The parties recognize that a child's ITP may include time away from the SFSCA on furlough, such as weekends and/or holidays. The parties agree that any furlough decision, along with the specific time frame, must be approved by the SFSCA Facility Administrator or designee upon recommendation by the Treatment Team.
- 9.02 Receiving County shall coordinate with Sending County to schedule a mutually agreeable day and time for a child's furlough. Sending County will be responsible for the child's transportation to and from El Paso County, and for the child's supervision during any furlough to Sending County. Receiving County will only retain a bed for a child until the child's timely return from any approved furlough.

ARTICLE X
POST-DISCHARGE COLLABORATION

- 10.01 Parties acknowledge that successful transition and re-entry into the community is a primary objective of the SFSCA placement program. Provided a child remains under Sending County's supervision following successful discharge from the SFSCA, parties agree and commit to maintaining collaborative contact for up to twelve (12) months regarding the child's transition back to the community.
- 10.02 Post-discharge collaboration will: 1) promote successful transition and re-entry to benefit the child, family, and community; and 2) assist Receiving County in evaluating and potentially implementing community-based supervision and interventions to aid with reintegration for the youth and their family.

ARTICLE XI
COMPENSATION

As consideration for this Agreement, and except as provided below, the Sending County shall pay Receiving County a fixed per diem rate of \$202.88. Per diem rates shall be established on the basis

of actual and allowable costs associated with the operation of the Receiving County facility during a recent accounting period. This amount is to be paid by Sending County to the Receiving County within 30 days of receipt of the billing from the Receiving County. Invoices shall include the juvenile's name, PID number, number of days the juvenile was placed during the invoiced month at the per diem rate.

- 11.01 The parties agree that the portion of any day on which a child arrives at or exits the Receiving County facility shall be computed as a full day under this Agreement.
- 11.02 The Sending County agrees to be responsible for all medical costs of any juvenile referred to Receiving County under this agreement. Receiving County is authorized to secure such prescriptions, examination, evaluation, treatment or hospitalization at the expense of the Sending County. If any medical service costs are assessed, then Receiving County shall submit an invoice for payment to Sending County on a monthly basis following the end of the invoiced month. Each invoice shall include information deemed necessary for adequate fiscal control. Receiving County will send invoices to:

Gaines County Juvenile Probation Department
Attn. Accounting Department,
101 S. Main
Seminole, TX 79360

- 11.03 Invoices submitted by Receiving County shall be paid by Sending County within thirty (30) days of receipt. The check will reference Receiving County's invoice number and will be made payable to "El Paso County Juvenile Probation." Payment will be sent to:

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

- 11.04 Sending County will direct any inquiries regarding an invoice or other fiscal matter to Receiving County's Accounting Department at (915) 273-3491, extension 2270. Sending County will not contact any other Receiving County employees regarding fiscal matters.

ARTICLE XII

REPRESENTATIONS

- 12.01 Receiving County hereby represents and states the following:

12.01.1 That it has all necessary right, title, license, and authority to enter into this Agreement.

12.01.2 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of El Paso, or any political subdivision thereof.

12.01.3 That it will adhere to all federal, state, county and city laws, ordinances, regulations, and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Agreement.

12.01.4 That all its employees, interns, volunteers, and other individuals providing services to children under the auspices of Receiving County will report and investigate any incident or allegation of abuse, neglect, exploitation, death, or other serious incident involving a child in its Facilities in accordance with Chapter 261, Texas Family Code, and Title 37, Texas Administrative Code, Chapter 358, or successor provisions, and PREA.

Additionally, all incidents and allegations, including sexual abuse, serious physical abuse, and death, will be faxed, or emailed to Sending County's Chief Juvenile Probation Officer or other authorized designee, within 24 hours of the initial report.

12.01.5 That it prominently posts in all public and staff areas in all its office and facility areas, both the English and Spanish language versions of the following official notice forms: TJJD Notice to Public Regarding Abuse, Neglect and Exploitation; and TJJD Notice to Employees Regarding Abuse, Neglect and Exploitation.

12.01.6 That it will permit Sending County to examine and evaluate its program of services provided under the terms of this Agreement and/or to review the records of an individual child in accordance with Sec. 58.0052, Family Code. Receiving County agrees to maintain any child-care records, treatment records and any documents connected with the provision of child-care and special treatment services for a minimum of seven (7) years after the child's final discharge or until any pending litigation, claim, audit or review, and all questions arising therefrom, have been resolved.

Sending County's examination and evaluation of the SFSCA program may include site visitation, observation of programs in operation, interviews, and the administration of questionnaires to staff, as well as children, when deemed necessary.

12.01.7 That it will cooperate with and testify in any formal, informal, administrative, or judicial proceeding or hearing regarding any matter Sending County considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits, or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

12.01.8 That it will maintain strict confidentiality of all information and records relating to children from Sending County and will not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

12.01.9 That it will respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, parent/legal guardian/custodian on the basis of age, race, color, sex/gender, religion, disability, military status, sexual orientation, national origin or other legally protected categories, classes, or characteristics.

12.02 Receiving County has adopted and will comply with PREA, which establishes a zero-tolerance standard against sexual assault and sexual harassment of incarcerated persons, including juveniles, and addresses the prevention, detection, elimination, and reporting of sexual assault in

juvenile facilities. Pursuant to the PREA standards, Receiving County will:

12.02.1 Permit Sending County to monitor its facilities and records as necessary to ensure that Receiving County is in compliance with said standards. Receiving County will make available to Sending County a copy of its most recent PREA audit. Receiving County will be responsible for the financial cost associated with any PREA audit.

12.02.2 Collect accurate, uniform data for every allegation of sexual abuse at its facilities, using the most recent version of the Survey of Sexual Violence issued by the Department of Justice and provide all incident-based sexual abuse data and aggregated sexual abuse data for the previous calendar year to Sending County no later than May 31st of each year.

12.02.3 Ensure that all its employees, interns, volunteers, and other individuals working under the auspices of Receiving County who provide goods or services directly to children in a Facility undergo the requisite background checks, child abuse registry checks, and training certification explaining their responsibilities under Receiving County's sexual abuse and sexual harassment prevention, detection and response policies and procedures.

ARTICLE XIII **DEFAULT**

13.01 An event of default will occur under the following circumstances:

13.01.1 Receiving County defaults by failing to perform the services or any of the other responsibilities and obligations called for by this Agreement and, after receiving notice of default by Sending County, does not cure such default within a period of twenty (20) working days.

13.01.2 Sending County defaults by failing to perform any of its responsibilities and obligations called for by this agreement and, after receiving notice of default by Receiving County, does not cure such default within a period of twenty (20) working days.

ARTICLE XIV **TERMINATION**

14.01 This Agreement may be terminated:

14.01.1 In an event of default as defined in Article XIII hereinabove.

14.01.2 By either party upon thirty (30) days' written notice to the other party of the intention to terminate; or

14.01.3 Upon exhaustion of available funds.

ARTICLE XV **MISCELLANEOUS**

15.01 Receiving County may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Sending County.

- 15.02 Each party to this Agreement is responsible for its own actions and conduct in providing services under this Agreement and shall not be liable for the actions or conduct of the other. The parties expressly acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by either party of any immunities from suit or from liability to which either party otherwise may be entitled, nor will it be so construed.
- 15.03 Within five (5) business days of receiving notice of any claim, demand, suit, or any action made or brought against either party, arising out of the activities conducted pursuant to this Agreement, the party will give written notice to the other party of such claim, demand suit or other action. The notice must include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; and (d) the name or names of any person(s) against whom such claim is being made.
- 15.04 This 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 El Paso County, Texas.
- 15.05 Exclusive venue for any litigation arising from this Agreement shall be in El Paso County, Texas.
- 15.06 By entering into this Agreement, the parties do not intend to create any obligations express or implied, other than those set out herein; further, the parties do not intend to create any rights in any third party by virtue of this Agreement.
- 15.07 In the event anyone, 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 invalid, illegal 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.
- 15.08 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 subject matter hereof.
- 15.09 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties.
- 15.10 Services shall be provided by Receiving County in compliance with the Civil Rights Act of 1964. Receiving County will not discriminate against any employee, applicant for employment or child because of race, religion, sex, national origin, age, or handicapped condition.
- 15.11 Receiving County 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.
- 15.12 Receiving County agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and confidentiality guidelines concerning HIV related medical information in accordance with Texas Health and Safety Code Sections 85.112 and 85.115.
- 15.13 No official or employee of El Paso County shall participate in any decision relating to this Agreement which affects the person's personal or pecuniary interests.
- 15.14 Per Government Code, Chapter 2271, Receiving County acknowledges that it does not currently, and shall not during the term of this Agreement, boycott Israel.

ARTICLE XVI
EXECUTION

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

ON THE DATES PROVIDED BELOW, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**GAINES COUNTY JUVENILE PROBATION
DEPARTMENT**

Cindy Therwhanger, County Judge

Date: _____

Delia Grisham, Chief Juvenile Probation Officer

Date: _____

**EL PASO COUNTY JUVENILE PROBATION
DEPARTMENT**

Ricardo Samaniego
County Judge of El Paso County

Date: _____

Rosie Medina,
Chief Juvenile Probation Officer
El Paso County Juvenile Probation Department

Date: _____