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**County of El Paso  
Agenda Item Details**

**Item Title:** JPD/Nueces County Contract/Residential Services/ FY25 (2024-0684)

**Submitted By:** Rosie Medina, Chief Officer

**Department:** Juvenile Probation

**Department Phone Number:** 915-273-2036

**Subject:** Approve and authorize the County Judge to sign the Interlocal Agreement for Post Adjudication Services of Juvenile Offenders between El Paso County, on behalf of the El Paso County Juvenile Probation Department and the Nueces County Juvenile Board/Nueces County Juvenile Probation Department for residential care services provided at the Robert N. Barnes Regional Juvenile Facility from October 1, 2024, through September 30, 2025. Funding is available in SG-TJJDST25-OPERATING EXP. (Contract No. 2024-0684)

**Background:** To provide residential treatment services which shall be limited to juveniles adjudicated for delinquent conduct or conduct indicating a need for supervision.

**Fiscal Impact:** Fiscal Impact Historical  
N/A

Fiscal Impact Projected: Daily Rate  
Basic Level of Care \$103.03  
Specialized Level of Care \$200.00  
Funds are Available in Account:  
GF-JPD-COMM SVC-SEC PLACEMENT  
COGF-1003-0000000-431-30-30300-0368-00000-602708-  
SR-JPDSUP-COMM SVC-SEC PLCMNT  
COSR-6042-0000000-431-30-30300-0001-00000-602708-  
TJJD JUVENILE BOARD STATE AID 2025  
COSG-7335-0002025-431-35-30300-0001-00000-600000-  
GTJJDA2025-600000 -602700 -602708  
TJJD REGIONAL DIV ALT PROG 2025  
COSG-7335-0002024-431-35-30300-0001-00000-600000-  
GTJJDR2025-600000 -602700 -602708

**Budget or Unbudgeted Match:**

**Recommendation:**

Approve and authorize the County Judge to sign the Interlocal Agreement for Post Adjudication Services of Juvenile Offenders between El Paso County, on behalf of the El Paso County Juvenile Probation Department and the Nueces County Juvenile Board/Nueces County Juvenile Probation Department for residential care services provided at the Robert N. Barnes Regional Juvenile Facility from October 1, 2024, through September 30, 2025. Funding is available in SG-TJJDST25-OPERATING EXP. (Contract No. 2024-0684)

**Prior Action:**

N/A

**Strategic Plan:**

Goal:

null

Objective:

**Strategic Plan Information:**

**Estimated Time Needed  
For This Item:**

**INTERLOCAL AGREEMENT FOR  
POST ADJUDICATION SERVICES  
OF JUVENILE OFFENDERS**

STATE OF TEXAS §

COUNTY OF NUECES §

§

**NUECES COUNTY JUVENILE BOARD  
NUECES COUNTY ROBERT BARNES FACILITY  
RESIDENTIAL SERVICES**

**October 1, 2024 – September 30, 2025**

This Agreement is entered into by and between **Nueces County Juvenile Board**, at the request of and on behalf of the **Nueces County Juvenile Probation Department** (collectively referred to as “Service Provider”) and **El Paso County Juvenile Probation Department** (referred to as “Juvenile Probation”) concerning residential care services provided at the **Robert N. Barnes Regional Juvenile Facility** (“Facility”) by the **Nueces County Juvenile Department** pursuant to license granted by the Texas Juvenile Justice Department, Texas Government Code Chapter 791, and/or any other appropriate State agency with licensure or regulatory authority over the Facility.

**ARTICLE I  
PURPOSE**

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement Facility to be utilized operated by Service Provider, and is located at **2310 Gollihar Road, Corpus Christi, Texas 78415**.

**ARTICLE II  
TERM**

- 2.01 The term of this agreement will commence **on the day of award**, and ending **September 30, 2025, with three (3) options to renew for an additional twelve month period**, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to end this Agreement. Allowable per diem rates will be adjusted to conform with the pre-established rate schedules for the applicable fiscal year.

ARTICLE III  
SERVICES

3.01 Service Provider will provide the following level of care services:

A. Basic Level of Care (General Offender):

1. Consists of a structured, supportive residential setting that is designed to maintain or improve the child's functioning.
2. Includes routine supervision and guidance to ensure the child's safety, involvement in age-appropriate structured activities educational and rehabilitative services, and guidance from professionals or paraprofessionals to help attain or improve functioning appropriate to the child's age and development. The program is for juveniles ages 14-17.

B. Specialized Level of Care:

1. Consists of a structured, residential treatment setting designed to improve the child's functioning.
2. Includes routine supervision, intervention and therapeutic services to ensure the 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 the child's age and development.
3. Services reflect a full range of treatment and rehabilitative interventions including educations, social, recreational, and psychoeducational and include a focus on a clearly identified specialized population limited to substance abuse, mental health treatment, trauma treatment and female offenders ages 14-17.

3.02 Service Provider will perform the following services:

**1. Medical Services:**

The program contracts the services of a general practitioner who provides routine medical care to the residents twice a week. The general practitioner will refer residents for emergency and/or specialized care to Driscoll Children's Hospital, X-Ray on Wheels, Minor Emergency Clinic, and Dental Services on an as needed basis.

**2. On Call Medical Services:**

The doctor is on-call 24 hours per day, seven days a week, for the treatment of acute illness or injury. Emergency cases will be transported to either an After-Hours Emergency Center or Driscoll Children's Hospital via transport by the department or Corpus Christi Ambulatory Services.

**3. Nueces County Public Health District:**

(HIV/AIDS Prevention Education): Residents may (on a volunteer basis) request to be tested for sexually transmitted infections. The Health Department complies with HIPAA (Health Insurance Portability and Accountability Act of 1996) when providing test results and consultation. Additionally, the Health Department contracts services with the Men's and Women's Health Services of the Coastal Bend to provide sex education classes with particular emphasis on STD/HIV/AIDS.

**4. Psychiatric services:**

Nueces Center for Mental Health and Intellectual Disabilities (MHID) is available for residents who struggle with mental illness. Residents may request to meet with the juvenile department's Mental Health Supervisor to discuss current issues and symptomology indicating further evaluation by a psychiatrist.

**5. On-Call Crisis Services:**

The Mental Health Department for Nueces County Juvenile Probation Department is on-call 24 hours per day to assess and make recommendations for the supervision of any resident who states they have ruminating thoughts of committing suicide or self-harm.

**6. Educational Services:**

The resident will be enrolled in the Corpus Christi Independent School District (CCISD). CCISD follows a state approved curriculum for middle school and high school to meet each student's academic needs. The students can supplement their academic learning by means of computer-based education programs which are available in the Facility's computer lab.

1. Resident will be enrolled in CCISD upon intake and will be placed in the appropriate grade level;
2. Special Education Services are available and provided on-site by certified teachers;
3. "Section 504 services" and additional services will be available for those residents who fall into special needs category; and
4. No less than 5 1/2 hours of educational services will be provided (5) days a week. (Exceptions and holidays are annotated on the CCISD School Calendar)

**7. GED Preparation Program:**

CCISD also provides the GED Preparation Program to residents 16 years old and older. The GED program is facilitated onsite and when the student is ready, the program will pay for the resident to take their GED test. Facility staff will transport the resident to the Del Mar Community College Testing Center. Final GED test results can be obtained within 24 hours.

**8. College entrance exam preparation:**

If a resident obtains their GED, or High School diploma while in the Facility, attempts will be made to assist resident with college entrance preparation such as registering for ACT/SAT, and TSI.

## 9. Program Components:

There are eight (8) program Component Workbooks a resident must complete as they progress through the program. Each component is designed to help the resident learn and practice pro-social skills to help them be successful in the program and within the community once they graduate. The skills they will learn as they progress through the program will help them bridge the gap and improve on who they are as a person. The information in the components will also be on the Stage Exam the residents are required to take prior to being promoted to each stage.

## 10. Facility Therapeutic Assignments:

As part of the program assignments residents will be required to complete a *My Story*, *Our Story*, *Typed Story* and read their completed story once they complete the Graduate Stage, at their **Definitional Ceremony**. The *My Story* is a review of the resident's life and what led them to being in the Facility. It is an opportunity for the resident to take responsibility for themselves and their actions and it is completed by the resident. The *Our Story* is to be completed with the resident's parent/guardian either together (face to face) or through phone conference. It is designed to have the resident learn from their parents more about themselves. It allows the resident's parents to have a voice in what their experiences are, and their experiences with their child. This should be seen as a time to bond and begin the healing process with the resident's family support system. Next, the resident will take both the *My Story* and *Our Story* and combine them into a *Typed Story*. This typed version should be the most accurate reflection of the residents, their family, their offense history and what led up to their crime, their accomplishments, as well as their goals for the future. This assignment will be reviewed throughout the residents' time at the Facility, and they will be expected to make corrections as needed. See Stages below to learn more about when these assignments are due.

## 11. Counseling Services:

All residents will participate in some aspect of therapy. The Facility offers multiple groups for residents needing behavior modification, substance abuse treatment and trauma treatment. Some of the group services being offered include prosocial skills, anger management, substance abuse education, substance abuse treatment for co-occurring disorders, cognitive skills group, and art. The Facility also offers individual counseling services to all residents regardless of what program they are court ordered to participate in. Cognitive behavioral approaches are used, including trauma focused cognitive behavioral therapy (TF-CBT), dialectical behavioral therapy (DBT), narrative therapy, sand tray and reality therapy. As a part of the program, all residents are offered family counseling. The Facility will work with its out-of-county residents to set up sessions on visitation day or via online tele-counseling. Family therapy is a critical component and having the families involved is necessary for the success of the resident.

## 12. Online Counseling:

Videoconferencing/Teleconferencing is available upon request. Communication with residents, program case management staff, counselors and/or service providers is available via videoconferencing and traditional telephone conferences, if necessary, for continuation of services and continuity of care for all residents.

### 13. Group Counseling Services

Monday: Seeking Safety

Tuesday: Cognitive Skills Group & Drug & Alcohol

Wednesday: Drug & Alcohol

Thursday: Anger Management/ Drug & Alcohol

Friday: Alternative Therapies & Wellness Activities

Saturday: The Council & Girl's Circle

- a. **Seeking Safety:** For this group, the Facility uses the Seeking Safety curriculum to help residents attain safety from trauma and/or substance abuse. The Seeking Safety curriculum directly addresses both trauma and addiction, without requiring residents to delve into their trauma narrative, thus making it relevant to a very broad range of clients and easy to implement. The goal of the Facility is to help residents gain knowledge about Post Traumatic Stress Disorder (PTSD) and drug use. This group educates residents about what PTSD is and how it may affect their life. This group also educates residents on substance use and how this affects their life as well. This group allows residents the opportunity to learn new ways of dealing with PTSD symptoms and exploring new ways of increasing supports to assist in recovery from their PTSD and substance use.
- b. **Anger Replacement Training (ART):** The program counselors facilitate anger management groups using Aggression Replacement Training (ART) curriculum and other anger management skills curriculums which teach juveniles how to manage aggression and resolve their anger in healthy ways. The group introduces and teaches anger management skills with social skills and a moral reasoning component. The group facilitator utilizes techniques and strategies to help residents understand thoughts, feelings, choices, goals, and the outcomes of their behaviors. Thinking errors are brought into sharp focus and assistance in identifying healthy ways to avoid anger and use appropriate skills in resolving anger.
- c. **Cognitive Skills Group:** For this group, the Facility utilizes various curriculums including but not limited to: Preparing Adolescents for Young Adulthood (PAYA), The Center for Clinical Interventions, Overcoming Obstacles, etc. The goal of this group is to develop basic life skills, personal knowledge, and skills related to resisting social influence. This group is run by using education, real life examples, role plays, and group discussion of topics. This group is designed to teach residents helpful skills like relaxation, communication skills, budgeting, and money management, changing negative thinking, etc.
- d. **Council on Alcohol & Drug Abuse of the Coastal Bend (COADA-CB):** Provides individual & group counseling in the areas of prevention, intervention and treatment for alcohol and drug abuse. COADA-CB utilizes two separate curriculums, The Matrix Model for Teens and Young Adults, often referred to as "The Matrix" and the Cannabis Youth Treatment Series (C.Y.T.).

### 14. Alternative Therapies: Art classes/therapy, Yoga, Animal Assisted Intervention

- a. **Canine Assisted Activity Program:** The Facility has two canines that live on site (one in the male unit a one in the female unit). The purpose of a trained canine is to facilitate and assist a counselor, group, facilitator, intern, and staff in providing support and canine assisted activities to



the residents at the Robert N. Barnes Regional Juvenile Facility. The presence of a trained canine will be used to promote feelings of acceptance, a reduction in anxiety related to treatment, facilitation in developing a strong therapeutic rapport, a decrease in feelings of detachment, a non-verbal avenue for expression of emotions, and support through the processing of trauma. It will also support the level of activities that the therapist is qualified to provide. The residents will be responsible for all care and training of the canine while the canine is on the unit. The Canines are also utilized to help teach the resident's how to properly care for an animal, enhance the resident's social skills, and to teach the resident new vocational skills that can transition into future job opportunities.

- b. **Canine Handler:** A resident can be chosen by Facility staff to be the handler for the canine in the unit (Male/Female). If a resident has demonstrated positive overall behavior, consistently making their daily points, has positive leadership qualities, follows all the rules of the canine program, and demonstrates he or she can form a relationship, and show respect for the canine, he or she can qualify to be the handler. If they are interested in this aspect of the program, the resident should speak with the Facility Administrator, their case manager, or the Mental Health Services Supervisors to be considered.
  - c. **The Council for Boys and Young Men:** This is a curriculum designed for working with boys. "The Council" is a strengths-based group model for youth ages 9-18 that addresses risk factors and empowers boys and young men to find belonging, build assets, and deconstruct harmful masculinity beliefs on their journey toward becoming respectful leaders and connected allies in their community.
  - d. **Girl's Circle:** This is a curriculum used with girls. Girl's Circle integrates relational theory, resiliency practices, and skills training in a specific format. It is designed to increase positive connections, personal and collective strengths, and competence in girls. Girls Circle aims to counteract social and interpersonal forces that impede girls' growth and development by promoting an emotionally safe setting and structure within which girls can develop caring relationships and use authentic voices.
  - e. **After Care Services:** Liberty Resources provides a comprehensive home-based intervention to families and children for Nueces County residents.
15. **Religious Services:** Non-denominational services are provided for each resident on a volunteer basis. These services can include church services, bible study, moral and ethical instruction, and other religious functions and activities. The Ring of Champions is a faith-based program offering youth incarcerated by the juvenile courts the opportunity to begin a long-term mentoring relationship with an adult they can trust.
16. **Volunteer and Internship Services:** Volunteer services, as well as college internship programs within the community, support the Robert N. Barnes Regional Juvenile Facility Program. These volunteers can perform hours of service, support, counseling, and educational care for the residents to supplement aspects of the program. All volunteers go through an application process, a P.R.E.A. background screening and orientation.
17. **Mentoring:** All mentors go through an application process, a P.R.E.A. background screening and orientation via the Volunteer Services Program. Residents may submit a written request for a mentor. The mentor serves various functions but is most effective when providing an empathetic ear for the resident.

ARTICLE IV  
EVALUATION CRITERIA

4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated based on the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:

1. Ensure children complete residential placement.
2. Prevent re-referrals of children during the six (6) months following release from residential placement.

B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):

1. The total number of children placed in residential placement.
2. The total number of children who were discharged from residential placement successfully.
3. The total number of re-referrals of children discharged from placements within six (6) months after release.
4. The total number of children who move down in their Level of Care.
5. The average length of time before a child moves down in the Level of Care.

C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:

1. Percentage of children in residential placement who will complete their placement as a successful discharge.
2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.

Notwithstanding the foregoing criteria for evaluation, nothing herein shall be construed as a guaranty of outcome or performance by any child.

4.02 Service Provider shall report monthly to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V  
COMPENSATION

5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the daily rate per day for each juvenile admitted for the following Level of Care:

- |                              |          |
|------------------------------|----------|
| A. Basic Level of Care       | \$103.03 |
| B. Specialized Level of Care | \$200.00 |
| a. Substance Abuse           |          |
| b. Trauma                    |          |

The daily rate shall be paid to the Service Provider from the initial intake date to the Post Adjudication through the date prior to the exit date. There will be no charge on day of exit.

- 5.02 Psychiatric services will be provided to the child on an as needed basis and shall be billed to the Probation Department. The initial psychiatric/psychological evaluation for admission is required prior to acceptance into the program that has been conducted in within the last 12 months.
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Department monthly. 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 to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.04 If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are 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 Juvenile Probation. Juvenile Probation agrees to indemnify and hold the Service Provider, its officers, administrator, representatives, agents, shareholders, and employees from all liability for charges for Outside Treatment. The Administrator shall notify Juvenile Probation of outside treatment within twenty-four (24) hours of its occurrence.

The Juvenile Probation Department shall decide directly with vendors for the provision of, and payment for, routine medical expenses, including without limitation, hospitalization, prenatal services, and dental, for Post-Adjudication Program juveniles and other juveniles for whom the Administrator has not elected to secure such services as provided herein above.

Notwithstanding the foregoing, the Service Provider will endeavor to seek and obtain all benefits available from other sources for eligible juveniles. Any income received by Service Provider from sources other than this contract, including but not limited to medical insurance coverage, or contributions from parents or others must be documented as to each juvenile for whom a billing is submitted and deducted from the invoice submitted to the Juvenile Probation Department. Documentation must include the name(s) and SID numbers of the parties receiving the services, the dates and time services were provided, and such other information deemed necessary for adequate fiscal control.

- 5.05 Service Provider shall account separately for the receipt and expenditure of all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
  - A. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
  - B. If the Service Provider does not obtain an annual outside audit, then Service Provider 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.

5.06 It is understood and agreed by Service Provider 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 State Legislature.

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

Juvenile Probation's payments to Service Provider for the performance of governmental functions or services hereunder must be made from current revenues available to Juvenile Probation.

5.07 Additional Costs. Any and all medical, dental, or psychiatric treatment costs, as well as other expenses not provided in Service Providers program, the Service Provider shall submit through electronic notification (i.e., email) identified services, dates of services and estimated costs. Based on information submitted by the Service Provider, a Juvenile Probation employee will generate an authorization of service contract. An authorization of service contract must be approved by the Juvenile Probation and received by Service Provider prior to services being rendered. Failure to do so will result in Service Provider absorbing the cost for services not approved. The Service Provider is required to designate an e-mail address of where the authorization of service contract must be submitted by the Juvenile Probation. Exception to prior approval is hereby granted if it is medically determined that dental and/or medical services are required due to an emergency involving an immediate danger to the health and safety of the client.

5.08 Invoices submitted by Service Provider to Juvenile Probation shall be paid by Juvenile Probation within thirty (30) calendar days of their receipt. Juvenile Probation's payment checks will reference Service Provider's invoice number and will be made payable to "Nueces County Juvenile Probation." Payments will be sent to:

Nueces County Juvenile Probation  
Attn: Financial Services  
2310 Gollihar Rd.  
Corpus Christi, TX 78413

5.09 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Accounting Unit via email at [jpdaccounting.gem@epcounty.com](mailto:jpdaccounting.gem@epcounty.com).

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

5.11 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith 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 litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

## ARTICLE VI ADDITIONAL TERMS & AGREEMENTS

6.01 Prior to transporting a child to the Facility for placement, 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.

- 6.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order from the Juvenile Court of the County and other documentation required by Service Provider.
- 6.03 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.
- 6.04 If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, or unmanageable, unsuitable for the program or combination of such conditions or characteristics or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the Juvenile Probation Department of this determination. It will be the responsibility of Juvenile Probation to provide for the transportation for the removal of the child and shall be removed as soon as practicable, preferably within (7) working days after notification.
- 6.05 Service Provider agrees that the Facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex, or national origin.
- 6.06 It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Administrator of the Facility receives a written authorization from the Juvenile Probation Department that or detained the child.
- 6.07 It is further understood and agreed by the parties that children placed in the Facility may be released to the Probation Officer or other appropriate authority of El Paso County.
- 6.08 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit El Paso County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, 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 Nueces County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.
- 6.09 Juvenile Probation reserves the right to terminate the client's placement with Service Provider at its discretion. Service Provider must not release a client to any person or agency other than Juvenile Probation without the express consent of an authorized agent of Juvenile Probation.
- 6.10 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

## ARTICLE VII

### EXAMINATION OF PROGRAM & RECORDS

- 7.01 Service Provider 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 record 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 Provider and

the children when deemed necessary.

- 7.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.
- 7.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider 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.
- 7.04 Service Provider 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 Provider will maintain the records (as referenced above) for seven (7) years retention period after the termination of this Agreement.
- 7.05 Pursuant to Texas Government Code §2262.154, to the extent that any funds received through a contract with the State of Texas will be utilized to pay for the services provided hereunder, Service Provider and Juvenile Probation understand and agree that: 1) the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract; 2) acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and 3) under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### ARTICLE VIII CONFIDENTIALITY OF RECORDS

- 8.01 Service Provider 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.

#### ARTICLE IX DUTY TO REPORT

- 9.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider 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;
- 9.02 Attempted Suicides: All attempted suicides shall be reported by Service Provider immediately, if possible, or within (24) hours;
- 9.03 All incidents of death, sexual abuse and serious physical abuse within 1-hour to law enforcement and Texas Juvenile Justice Department within 4-hours;

Reported to the following:



- A. Local law enforcement agency (such as the Nueces County Sheriff's Office);
- 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. El Paso County Juvenile Probation Department to facsimile number (915)849-2500 (Attn: Chief Juvenile Probation Officer).

## ARTICLE X DISCLOSURE OF INFORMATION

10.01 Service Provider 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 Provider's licensing authorities;
- B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider 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 Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of the Service Provider'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 Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For 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.

10.02 To the extent required by applicable law, Service Provider will disclose to Juvenile Probation 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 Service Provider, its employees, administrators, contractors, or advisory board members. Service Provider and the Juvenile Probation 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 Service Provider and Juvenile Probation 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 Service Provider 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.

#### ARTICLE XI EQUAL OPPORTUNITY

- 11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Provider agrees it:
- A. In compliance with the Civil Rights Act of 1964, Service Provider will not discriminate against any child, childcare provider, 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 Provider 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 Provider, 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.
  - D. The Youth Center agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV related medical information in accordance with the provisions found in Acts 1989, 71st Leg., Ch. 1195, Section 5.03 and Section 5.04.

#### ARTICLE XII ASSIGNMENT & SUBCONTRACT

- 12.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

#### ARTICLE XIII OFFICIALS NOT TO BENEFIT

- 13.01 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.



ARTICLE XIV  
DEFAULT

- 14.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
  - B. If Service Provider 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 Provider 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. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
  - D. To the extent permitted by law, 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. 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 address. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually receive.
  - 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 that 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.

ARTICLE XV  
TERMINATION

15.01 The term of this Contract shall be for a period of twenty-four (24) 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 of its intention to terminated:

- A. By thirty (30) days from the date of the of the intention to terminate; or
- B. Upon expenditure of available funds.

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

ARTICLE XVI  
WAIVER OF SUBROGATION

The Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. The Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVII  
SOVEREIGN IMMUNITY

17.01 This Agreement between Nueces County and El Paso County is expressly made subject to Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. Both counties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that Nueces County and El Paso County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

ARTICLE XVIII  
REPRESENTATIONS & WARRANTIES

18.01 Service Provider 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 holds all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it follows 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 of Nueces or any political subdivision thereof;
- 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 Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XIX  
TEXAS LAW TO APPLY

- 19.01 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 Nueces County, Texas.

ARTICLE XX  
VENUE

- 20.01 To the extent permitted under the law, the venue for any litigation arising from this Agreement must be in the laws of Texas shall apply and venue shall be determined by a Court with proper jurisdiction.

ARTICLE XXI  
LEGAL CONSTRUCTION

- 21.01 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.

ARTICLE XXII  
PRIOR AGREEMENTS SUPERSEDED

- 22.01 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.

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 committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by the county for the children placed in the Facility by the Judge of the county having juvenile jurisdiction.

ARTICLE XXIII  
PRISON RAPE ELIMINATION ACT

- 23.01 Service Provider 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 the 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 detention, elimination prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders

Under PREA, Service Provider shall make available to the Chief 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 §115.87(e) and (f)].

Under PREA, the Service Provider shall be subjected to annual contract monitoring by Juvenile Probation to ensure that the Service Provider is complying with the PREA standards [PREA §115.312 (b)]. To comply with this standard, the Service Provider will make available to the Chief Probation Officer all incident-based aggregated sexual abuse data within 24-hours of the allegation.

Under PREA, Juvenile Probation will make the aggregated sexual abuse data for each Service Provider available to the public via the Juvenile Probation website [PREA§115.389(b)].

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND  
EFFECT OF AN ORIGINAL, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**THE COUNTY OF EL PASO**

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Ricardo A. Samaniego, County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NUECES COUNTY JUVENILE PROBATION DEPARTMENT**

\_\_\_\_\_  
**Honorable Timothy McCoy, Chairman**  
**Nueces County Juvenile Board**  
**County Court at Law No. 5**

\_\_\_\_\_  
**Homer Flores, Director**  
**Chief Juvenile Probation Officer**  
**Juvenile Probation Department**

**EL PASO COUNTY JUVENILE PROBATION DEPARTMENT**

\_\_\_\_\_  
Rosie Medina  
Chief Juvenile Probation Officer  
El Paso County