



**TARRANT COUNTY  
JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

**DATE:** May 23, 2022

**MEMO TO:** Mr. Lawrence Howell  
President, CYC Board of Directors

**FROM:** Bennie Medlin  
Director of Juvenile Services

**SUBJECT:** RFQ 2020-102 for Residential Placement Services for Care Youth Corporation dba Falcon Ridge Ranch

The RFP referenced above provides for two (2) one-year options to renew the contract between Tarrant County Juvenile Services and your organization without additional competitive procurement proceedings. It is time to determine whether or not your agency desires to exercise the **second and final renewal option** of RFQ 2020-102 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2022 through August 31, 2023**. All other terms and conditions of the current contract will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

☒ **Yes, we wish to renew RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

☐ **No, our agency does not wish to renew this contract.**

**Care Youth Corporation dba Falcon Ridge Ranch**

Authorized Official's Signature

Date

**Tarrant County Juvenile Services**

Director of Juvenile Services

Date

**Agency Contact Information:**

Signature

Printed Name:

Title:

Address:

Agency Phone:

Agency Fax:

Contact Email:

*Lawrence W. Howell*

Lawrence W. Howell

Executive Director

2500 Business Pkwy, Minden NV, 89423

(775) 392-2159 Alt: (775) 721-2972

(775) 392-2443

Lawrence.horwelle@rop.com Alt: Jennifer.stoops@rop.com



**TARRANT COUNTY  
JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

**DATE:** May 23, 2022

**MEMO TO:** Mr. Lawrence Howell  
President, CYC Board of Directors

**FROM:** Bennie Medlin  
Director of Juvenile Services

---

**SUBJECT:** RFQ 2020-102 for Residential Placement Services for Care Youth Corporation dba Lava Heights Academy

The RFP referenced above provides for two (2) one-year options to renew the contract between Tarrant County Juvenile Services and your organization without additional competitive procurement proceedings. It is time to determine whether or not your agency desires to exercise the **second and final renewal option** of RFQ 2020-102 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2022 through August 31, 2023**. All other terms and conditions of the current contract will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

☒ Yes, we wish to renew RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

☐ No, our agency does not wish to renew this contract.

**Care Youth Corporation dba Lava Heights Academy**

*Lawrence W. Howell*  
\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Date

**Tarrant County Juvenile Services**

*Bennie Medlin* 7/21/22  
\_\_\_\_\_  
Director of Juvenile Services

\_\_\_\_\_  
Date

**Agency Contact Information:**

Signature

Printed Name:

Title:

Address:

Agency Phone:

Agency Fax:

Contact Email:

*Lawrence W. Howell*  
*Lawrence W. Howell*  
*Executive Director*  
*2500 Business Pkwy, Minden NV 89423*  
*(775) 392-2659 Alt: (775) 721-2972*  
*(775) 392-2443*  
*Lawrence.howell@rop.com Alt:*  
*Jennifer.Stoops@rop.com*





**TARRANT COUNTY  
JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

**DATE:** May 23, 2022

**MEMO TO:** Ms. Lisa Tomlinson  
Chief Juvenile Probation Officer

**FROM:** Bennie Medlin  
Director of Juvenile Services

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**SUBJECT:** RFQ 2020-102 for Residential Placement Services for Grayson County Juvenile Services

The RFP referenced above provides for two (2) one-year options to renew the contract between Tarrant County Juvenile Services and your organization without additional competitive procurement proceedings. It is time to determine whether or not your agency desires to exercise the **second and final renewal option** of RFQ 2020-102 – Residential Placement Services.

If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2022 through August 31, 2023**. All other terms and conditions of the current contract will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

☒ **Yes, we wish to renew RFQ 2020-102 for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.**

☐ **No, our agency does not wish to renew this contract.**

**Grayson County Juvenile Services**

Handwritten signature of William L. Magers in black ink.

Authorized Official's Signature

Date

**Tarrant County Juvenile Services**

Handwritten signature of Bennie Medlin in blue ink, dated 5/23/22.

Director of Juvenile Services

Date

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**Agency Contact Information:**

Signature

Printed Name:

William L Magers

Title:

County Judge

Address:

86 Dyess Denison Texas 75020

Agency Phone:

903-786-6326

Agency Fax:

903-786-9401

Contact Email:

tomlinsonl@co.grayson.tx.us

JULY 6, 2022

TARRANT COUNTY JUVENILE PROBATION DEPARTMENT  
CHIEF BENNIE MEDLIN  
2701 KIMBO ROAD  
FORT WORTH, Texas 76111-6111

DEAR BENNIE MEDLIN,

I would have hoped that things were a little more back to normal, but as we all know that is not the case with staffing, inflation and more serious crimes happening all across Texas. It does not seem to matter where we are or who we are, we are all effected in some way, and of course, we just have to keep moving forward to see the positive. I will tell you there is nothing positive about setting our daily rates. The positive is; we are still here and ready to serve you and your youth. We are continuing to provide the utmost in quality services to every youth who crosses our path. We will continue to provide specialized services in Behavioral Health, Substance Abuse, and Sex Offending Behavior with the structure and discipline in our Post Program. On another positive note, this is the first time in 4 years we have raised our rates. Please note, that the contract covers both pre and post adjudication programs.

Further, we want you to know we understand the shortage of detention beds throughout the state and if you need our facility please call us. We will do our best to help and can assist with doing virtual court hearings, if needed.

The program rates for FY 2023 are as follows:

▪ Detention Services	\$150.00
▪ Specialized level of care	\$260.00

I would like to take this opportunity to draw your attention to our staff. We have the most amazing and committed staff! This past year brought about challenges as you might guess, but the staff were the glue that held us together and they continue to be as we move forward. As you are working with our county in whatever program, take a moment to share your appreciation, or let me know and I will pass along your input.

Recently, we added a survey to our website and we would appreciate any feedback you could give us as to our department. Our website is [www.GCDJS.com](http://www.GCDJS.com) and the survey is about half way down. Feel free to share this link with your staff, families, officials, etc.

As always, we sincerely appreciate your confidence in our programs.

Please do not hesitate to contact me if you have questions regarding the programs or the contract. My cell phone is 817-648-2559, my office phone is 903-786-6326 ext. 3201 or email at [tomlinsonl@co.grayson.tx.us](mailto:tomlinsonl@co.grayson.tx.us)

Sincerely,



Lisa Tomlinson  
Chief JPO  
Grayson County, Texas





**TARRANT COUNTY  
JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

DATE: May 23, 2022

MEMO TO: Ms. Krystale Bezio  
CEO

FROM: Bennie Medlin  
Director of Juvenile Services

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**SUBJECT: RFQ 2020-102A for Residential Placement Services for New Life Children's Treatment Center**

The RFP referenced above provides for two (2) one-year options to renew the contract between Tarrant County Juvenile Services and your organization without additional competitive procurement proceedings. It is time to determine whether or not your agency desires to exercise the **second and final renewal option** of RFQ 2020-102A – Residential Placement Services. If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2022 through August 31, 2023**. All other terms and conditions of the current contract will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

☒ Yes, we wish to renew RFQ 2020-102A for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

☐ No, our agency does not wish to renew this contract.

**New Life Children's Treatment Center**

**Tarrant County Juvenile Services**

  
Authorized Official's Signature      7/12/2022  
Date

  
Director of Juvenile Services      7/21/22  
Date

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**Agency Contact Information:**

Signature \_\_\_\_\_

Printed Name: Krystale Bezio, MSW, LCPAA

Title: Chief Program Officer

Address: 8305 Cross Park Drive, Austin, TX 78754

Agency Phone: (512) 459-1000

Agency Fax: (512) 706-7576

Contact Email: krystale.bezio@upbring.org



**TARRANT COUNTY  
JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

**DATE:** May 23, 2022

**MEMO TO:** Ms. CJ Bower  
Rite of Passage (Desert Lily)

**FROM:** Bennie Medlin  
Director of Juvenile Services

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**SUBJECT:** RFQ 2020-102A for Residential Placement Services for Rite of Passage  
(Desert Lily)

The RFP referenced above provides for two (2) one-year options to renew the contract between Tarrant County Juvenile Services and your organization without additional competitive procurement proceedings. It is time to determine whether or not your agency desires to exercise the **second and final renewal option** of RFQ 2020-102A – Residential Placement Services. If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2022 through August 31, 2023**. All other terms and conditions of the current contract will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

☒ Yes, we wish to renew RFQ 2020-102A for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

☐ No, our agency does not wish to renew this contract.

Rite of Passage; (Desert Lily Academy)

Tarrant County Juvenile Services

REM 7/13/22  
Authorized Official's Signature Date

[Signature] 7/21/22  
Director of Juvenile Services Date

**Agency Contact Information:**

Signature

REM

Printed Name:

Rusty Alexander

Title:

Business Managing Director

Address:

2560 Business Parkway, Ste. A, Minden, NV 89423

Agency Phone:

775-392-2639

Agency Fax:

775-267-9411

Contact Email:

rusty.alexander@rop.com





**TARRANT COUNTY**  
**JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

**DATE:** May 23, 2022

**MEMO TO:** Ms. CJ Bower  
Rite of Passage (Hillcrest)

**FROM:** Bennie Medlin  
Director of Juvenile Services

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**SUBJECT:** RFQ 2020-102A for Residential Placement Services for Rite of Passage (Hillcrest)

The RFP referenced above provides for two (2) one-year options to renew the contract between Tarrant County Juvenile Services and your organization without additional competitive procurement proceedings. It is time to determine whether or not your agency desires to exercise the **first and final renewal option** of RFQ 2020-102A – Residential Placement Services. If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2022 through August 31, 2023**. All other terms and conditions of the current contract will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

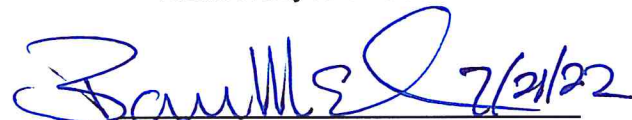
☐ Yes, we wish to renew RFQ 2020-102A for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

☒ No, our agency does not wish to renew this contract.

Rite of Passage; (Canyon State Academy)

Tarrant County Juvenile Services

  
\_\_\_\_\_  
Authorized Official's Signature      Date

  
\_\_\_\_\_  
Director of Juvenile Services      Date

**Agency Contact Information:**

Signature: Rochell Barkocy

Printed Name: Rochell Barkocy

Title: Eastern Region Business Manager

Address: 2560 Business Parkway, Suite A Minden NV 89423

Agency Phone: 775-267-9411

Agency Fax: 775-267-9420

Contact Email: rochell.barkocy@rop.com



**TARRANT COUNTY**  
**JUVENILE SERVICES**

BENNIE MEDLIN  
Director

RON LEWIS  
Deputy Director

**DATE:** May 23, 2022

**MEMO TO:** Ms. CJ Bower  
Rite of Passage (The Oaks)

**FROM:** Bennie Medlin  
Director of Juvenile Services

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**SUBJECT:** RFQ 2020-102A for Residential Placement Services for Rite  
of Passage (The Oaks)

The RFP referenced above provides for two (2) one-year options to renew the contract between Tarrant County Juvenile Services and your organization without additional competitive procurement proceedings. It is time to determine whether or not your agency desires to exercise the **second and final renewal option** of RFQ 2020-102A – Residential Placement Services. If your agency is in agreement, Tarrant County would like to renew with your agency for the commencement period of **September 1, 2022 through August 31, 2023**. All other terms and conditions of the current contract will remain in effect. Please check the appropriate box indicating your decision, sign, date, and return the document as indicated on the coversheet. If you choose to renew, please complete the agency contact information below so that we may update our records.

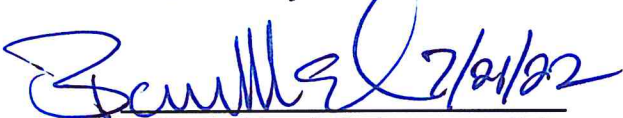
☒ Yes, we wish to renew RFQ 2020-102A for placement services at a rate not to exceed the amount of \$3,375,000. The total budgeted funds for these contracts as a whole will not exceed this amount.

☐ No, our agency does not wish to renew this contract.


Rite of Passage; The Oaks

Tarrant County Juvenile Services

  
\_\_\_\_\_  
Authorized Official's Signature      7/12/22  
Date

  
\_\_\_\_\_  
Director of Juvenile Services      7/21/22  
Date

**Agency Contact Information:**

Signature:   
\_\_\_\_\_  
Printed Name: Rusty Alexander  
\_\_\_\_\_  
Title: Business Managing Director  
\_\_\_\_\_  
Address: 2560 Business Pkwy Ste. A, Minden NV 89423  
\_\_\_\_\_  
Agency Phone: 775-392-2618  
\_\_\_\_\_  
Agency Fax: \_\_\_\_\_  
Contact Email: michelle.mcneely@rop.com  
\_\_\_\_\_



# Memorandum

**To:** Bennie Medlin

**Dept:** Juvenile Services

**From:** Caleb Rojo, Sr. Buyer, Purchasing Department

**Date:** 07/26/2022

**Re:** Renewal of RFQ 2020-102A, Juvenile Residential Services

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The above referenced contract will expire on August 31, 2022. This contract included two (2) options to renew with the vendors for additional twelve (12) month terms. The second and final renewal term would commence September 1, 2022 and would expire August 31, 2023.

If you wish to exercise this option to renew and continue this contract with the vendors listed below for twelve more months, please check the appropriate item and email this form back to me at [CRojo@tarrantcounty.com](mailto:CRojo@tarrantcounty.com).

Care Youth Corporation, d/b/a Falcon Ridge Ranch  
Care Youth Corporation, d/b/a Lava Heights Academy  
Grayson County Juvenile Services  
Lutheran Social Services of the South, Inc., d/b/a/ New Life Children's  
Residential Treatment  
Rite of Passage, Inc., d/b/a Desert Lily Academy  
Rite of Passage, Inc., d/b/a The Oaks

July 26, 2022

# Memorandum

To: Bennie Medlin

Dept: Juvenile Services

From: Caleb Rojo, Sr. Buyer, Purchasing Department

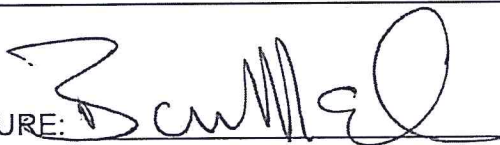
Date: 07/26/2022

Re: Renewal of RFQ 2020-102A, Juvenile Residential Services

☒ Yes, I wish to continue the current contract with the above mentioned vendor for the first renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

☐ No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: 

DATE: 8/1/22



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**RFQ NO. 2020-102A JUVENILE RESIDENTIAL SERVICES**

**Vendors Award**

1. Rite of Passage, Inc
2. Lutheran Social Services of the South, Inc. d/b/a New Life Children's Residential Treatment
3. Lutheran Social Services of the South, Inc. d/b/a New Life Children's Residential Treatment
4. Grayson County Juvenile Services
5. Care Youth Corporation d/b/a Falcon Ridge Ranch
6. Care Youth Corporation d/b/a Lava Heights Academy

**2020-102A Juvenile Residential Services Vendors**

Lutheran Social Services of the South, Inc., d/b/a Krause  
Children's Residential Treatment

Lutheran Social Services of the South, Inc., d/b/a New Life  
Children's Residential Treatment

Rite of Passage, Inc., d/b/a Desert Lily

Rite of Passage, Inc., d/b/a Hillcrest

Rite of Passage, Inc., d/b/a The Oaks



STATE OF TEXAS

COUNTY OF TARRANT

§  
§  
§  
§

**JUVENILE SERVICES CONTRACT  
WITH CARE YOUTH CORPORATION  
D/B/A FALCON RIDGE RANCH  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Care Youth Corporation d/b/a Falcon Ridge Ranch, hereinafter referred to as ("PROVIDER"), for the provision of residential services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  

_____ <u>Specialized</u> _____	at the daily rate of <u>\$197.69</u> _____,
_____ <u>Intense</u> _____	at the daily rate of <u>\$277.37</u> _____,

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 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.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.



- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **3 EVALUATION CRITERIA**

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:
  - 3.2.1 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.

#### **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

#### **5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S requests for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

#### **6 CONFIDENTIALITY OF RECORDS**

Juvenile records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

#### **7 DUTY TO REPORT**

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child; and
- 7.2 The PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.



## **8 FINANCIAL RESPONSIBILITY**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.
- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

## **9 AGENCY-INDEPENDENT CONTRACTOR**

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

## **10 ASSIGNMENT AND SUBCONTRACT**

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

## **11 THIRD PARTY BENEFICIARY EXCLUDED**

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

## **12 DISCLOSURE OF INFORMATION**

- 12.1 PROVIDER 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 Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:
  - 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
  - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER that has direct contact with juveniles;
  - 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
  - 12.1.5 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 PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
  - 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 12.1.7 The identity of any of PROVIDER'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 Contract, 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.
- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and



COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

### **13 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 EQUAL OPPORTUNITY**

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

### **15 OFFICIAL NOT TO BENEFIT**

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official 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 contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

### **16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

### **17 TERMINATION**

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
  - 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
  - 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice



program, or the provision of juvenile probation services.

- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

## **18 DEFAULT**

- 18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
  - 18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;
  - 18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this contract in accordance with its terms; or
  - 18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

## **19 LIQUIDATED DAMAGES**

- 19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

## **20 PARTIES ADDRESSES**

### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

### **PROVIDER**

Care Youth Corporation d/b/a Falcon Ridge Ranch  
750 EAST SR 9  
Virgin, UT 84779

## **21 WAIVER OF SUBROGATION**

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

## **22 INDEMNIFICATION**

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS

COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

## **23 SOVEREIGN IMMUNITY**

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

## **24 REPRESENTATION AND WARRANTIES**

24.1 PROVIDER hereby represents and warrants the following:

- 24.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
- 24.1.2 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 Tarrant, or any political subdivision thereof;
- 24.1.3 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 Contract;
- 24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable administrative rules regarding abuse, neglect, and exploitation allegations; and
- 24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of Texas.

## **26 VENUE**

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

## **27 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS**

- 27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, 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 TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.
- 27.2 Under Section 231.006, Texas Family Code, the PROVIDER 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. (**Attachment "D" - Family Code 231.006**)
- 27.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.



- 27.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.
- 27.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the *Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment “E”)*, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 27.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor’s Office, Texas Juvenile Justice Department, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER 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. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.
- 27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the 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.
- 27.9 The PROVIDER verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

## **28 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

## **29 PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

## **30 AMENDMENTS**

- 30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

**31 DISCLOSURE OF INTERESTED PARTIES**

"Care Youth Corporation dba Falcon Ridge Ranch acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "F"**, with the Texas Ethics Commission as required by law".

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Care Youth Corporation  
dba Falcon Ridge Ranch

Bennie Medlin 7/21/22  
Bennie Medlin Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

Mr. Lawrence Howell 7/7/22  
Mr. Lawrence Howell Date  
President, CYC Board of Directors  
750 East SR 9  
Virgin, UT 84779

Robb Catalano 7/20/2022  
Robb Catalano Date  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*Funds available for the contracts approved  
Pursuant to this communication are \$3,375,000.  
The total budgeted funds for these contracts as a  
whole will not exceed this amount.**

B. Glen Whitley Date  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

Justin K. Foster  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.





STATE OF TEXAS

COUNTY OF TARRANT

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**JUVENILE SERVICES CONTRACT  
WITH CARE YOUTH CORPORATION  
D/B/A LAVA HEIGHTS ACADEMY  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Care Youth Corporation d/b/a Lava Heights Academy, hereinafter referred to as ("PROVIDER"), for the provision of residential services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102;
- 1.2 Provide the appropriate level of service of:  

Specialized	at the daily rate of	\$197.69
Intense	at the daily rate of	\$277.37

meeting the level of care definition defined in **Attachment "A" or "B"**, whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 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.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.

- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **3 EVALUATION CRITERIA**

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:
  - 3.2.1 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.



#### **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

#### **5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S requests for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

#### **6 CONFIDENTIALITY OF RECORDS**

Juvenile records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

#### **7 DUTY TO REPORT**

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child; and
- 7.2 The PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.



## **8 FINANCIAL RESPONSIBILITY**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.
- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

## **9 AGENCY-INDEPENDENT CONTRACTOR**

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

## **10 ASSIGNMENT AND SUBCONTRACT**

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

## **11 THIRD PARTY BENEFICIARY EXCLUDED**

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

## **12 DISCLOSURE OF INFORMATION**

- 12.1 PROVIDER 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 Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:
  - 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
  - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER that has direct contact with juveniles;
  - 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
  - 12.1.5 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 PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
  - 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 12.1.7 The identity of any of PROVIDER'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 Contract, 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.
- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and



COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

### **13 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 EQUAL OPPORTUNITY**

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

### **15 OFFICIAL NOT TO BENEFIT**

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official 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 contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

### **16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

### **17 TERMINATION**

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
  - 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
  - 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice



program, or the provision of juvenile probation services.

17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.

17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.

17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

## **18 DEFAULT**

18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;

18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this contract in accordance with its terms; or

18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.

18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

## **19 LIQUIDATED DAMAGES**

19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.

19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

## **20 PARTIES ADDRESSES**

### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

### **PROVIDER**

Care Youth Corporation d/b/a Lava Heights Academy  
730 SPRING DRIVE  
Toquerville, UT 84774

## **21 WAIVER OF SUBROGATION**

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

## **22 INDEMNIFICATION**

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS



COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

## **23 SOVEREIGN IMMUNITY**

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

## **24 REPRESENTATION AND WARRANTIES**

24.1 PROVIDER hereby represents and warrants the following:

24.1.1 That it has all necessary right, title, license and authority to enter into this Contract;

24.1.2 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 Tarrant, or any political subdivision thereof;

24.1.3 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 Contract;

24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of Texas.

## **26 VENUE**

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

## **27 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS**

27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, 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 TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

27.2 Under Section 231.006, Texas Family Code, the PROVIDER 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. (**Attachment "D" - Family Code 231.006**)

27.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.



- 27.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.
- 27.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the *Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "E")*, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 27.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER 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. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.
- 27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the 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.
- 27.9 The PROVIDER verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

## **28 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

## **29 PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

## **30 AMENDMENTS**

- 30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

**31 DISCLOSURE OF INTERESTED PARTIES**

"Care Youth Corporation dba Lava Heights Academy acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "F"**, with the Texas Ethics Commission as required by law".



EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

Care Youth Corporation  
dba Lava Heights Academy

X Bennie Medlin 7/21/22  
Bennie Medlin Date  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X Mr. Lawrence Howell 7/7/22  
Mr. Lawrence Howell Date  
President, CYC Board of Directors  
730 Spring Drive  
Toquerville, UT 84774

X Robb Catalano 7/20/2022  
Robb Catalano Date  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*Funds available for the contracts approved  
Pursuant to this communication are \$3,375,000.  
The total budgeted funds for these contracts as a  
whole will not exceed this amount.**

\_\_\_\_\_  
B. Glen Whitley Date  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

Justin K. Foster  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

## GRAYSON COUNTY JUVENILE SERVICES RESIDENTIAL SERVICES AGREEMENT

### Post-Adjudication Secure Correctional Services & Pre-Adjudication Detention Services

This Residential Services Agreement (herein after referred to as "Agreement") is entered into by and between Grayson County, Texas acting through the Grayson County Juvenile Board, by its duly authorized Chairman or its representative, (hereinafter referred to as "Grayson County") and Tarrant County in Texas, acting through its Juvenile Board's duly authorized Chairman or its representative (hereinafter referred to as "County"). This Agreement replaces any previous agreement entered into by the parties for these same services.

#### ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to make facilities available to Juvenile Probation Departments with the need of a pre-adjudication detention facility and/or post-adjudication secure correctional facility in order to carry out the Texas Family Code, Title 3, Juvenile Justice Code for services of juvenile age children (hereinafter referred to as "child" or "resident").

#### ARTICLE 2 - TERM

- 2.01 The term of this Agreement will commence on September 1, 2022 and end on August 31, 2023. It shall be automatically renewed for one-year terms thereafter, commencing September 1, 2023 and ending August 31<sup>st</sup> of each subsequent year, unless one party notifies the other in writing, at least 30 days prior to the expiration of said term, of its intention to not renew this Agreement.
- 2.02 The terms of this Agreement shall be extended until all services that have been requested by Juvenile Probation, and are pending on the termination date in section 2.01 above, have been performed.

#### ARTICLE 3 - OPERATIONAL AUTHORITY

- 3.01 Grayson County owns and operates a pre-adjudication detention facility identified as the Cooke, Fannin and Grayson County Detention Facility and a post-adjudication secure correctional facility identified as The Grayson Post. Both facilities are located at 86 Dyess, Denison, TX 75020.
- 3.02 Grayson County ensures that the facilities have been inspected and certified as being suitable for pre- and post-adjudication of juveniles by the Grayson County Juvenile Board.
- 3.03 Grayson County further ensures the facilities meet all applicable standards under *Texas Administrative Code Title 37*, is registered and monitored by the Texas Juvenile Justice Department ("TJJD"), Grayson County will provide a copy of its registration and certification, upon request.

#### ARTICLE 4 - PLACEMENT OF CHILDREN

##### Pre-Adjudication

- 4.01 Contact Prior to Transport. Counties needing detention space will contact the facility prior to transporting a juvenile to the facility. Placement can be denied if space is not available, or as may be determined by the Facility Administrator.

##### Post-Adjudication

- 4.02 Request to Review. In order for a child to be considered for placement, the requesting county shall send a current psychological evaluation and any other pertinent information regarding the child to Grayson County's Admissions.
- 4.03 Written Approval or Denial. Grayson County will provide written documentation of acceptance or denial. Tarrant County will ensure they have received an acceptance letter and provided all necessary documentation prior to transporting the child to Grayson County. The child may be denied if the child is found not to be suitable for placement in the program and/or



space limitations do not permit such placement as may be determined in the sole judgement of the Facility Administrator.

- 4.04 Community Activities. It is agreed by the parties hereto that children placed in the Facility under the proper order of a court exercising juvenile jurisdiction in County shall remain detained therein except that the staff of either the Facility or the County Juvenile Department may have the child participate in community activities.

**Applicable to both Pre- and Post-Adjudication programs**

- 4.05 Adherence to State and Federal Law. Children who are adjudicated in accordance with the provision of the Texas Family Code, Title 3, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Tarrant County or its designated official. A copy of the Detention and/or Adjudication and Disposition Order, as applicable to either pre- or post- adjudication programs, must be delivered to the Facility prior to or contemporaneous with the child's admission. No child admitted to the Facility under this agreement shall be detained in violation of any state or federal law. The Facility hereby notifies Tarrant County and its officials, agents and employees, that the Facility fully complies with the mandates of the Federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, and most recently the Juvenile Justice Reform Act of 2018 in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender.
- 4.06 Transportation. The placing County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with the Facility.
- 4.07 Expectations of Conduct. Each child placed in either facility shall be required to follow the rules and regulations of conduct as determined by the administrator and staff of the Facility.
- 4.08 Administrative Removal from Program. If a child is accepted by the Facility and such child thereafter is found to be, in the sole judgment of the Grayson County Facility Administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the administrator shall, upon notification to the County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility as arranged by the placing county. If County fails to remove such child within 24 hours of said notification, the Facility shall transport said child to County Juvenile Court Judge or designated juvenile official and County shall reimburse the Facility at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in County plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.
- 4.09 Authority over Child. It is expressly understood and agreed by the parties that the Juvenile Court of Grayson County, Texas shall not exercise any direct authority over a child placed by County pursuant to this agreement.
- 4.10 Program Management. It is agreed by the parties hereto that nothing in this contract shall be construed to permit the referring County, its agents, officials or employees in any way to manage, control, direct or instruct the Cooke, Fannin and Grayson County Juvenile Detention Facility, and the Grayson County Post-Adjudication Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

**ARTICLE 5 – SERVICES**

**Applicable to all programs**

- 5.01 Safe Environment. Provide a safe environment to all residents and staff by adhering to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for operation of pre- and post-adjudication facilities and PREA guidelines;
- 5.02 Placement. Grayson County will provide pre-adjudication detention services and secure post-adjudication correctional treatment services to children referred by County and accepted by Grayson County. County is under no obligation to refer residents to Grayson County, and Grayson County is under no obligation to accept residents.
- 5.03 Ratios. Facilities will follow a staff-to-child ratio as governed by TJJD standards and PREA guidelines;
- 5.04 Education. Within the limits of state and federal law, Grayson County will provide each resident with a free and appropriate public education. Each child will attend academic classes assigned through the Sherman ISD.



- 5.05 Supervision. All residents will receive a highly structured level of supervision;
- 5.06 Release. Grayson County adheres to procedures that ensure the child is not released to any person or agency other than specified by placing County;

In addition to the above, Post-Adjudication residents will receive the following:

- 5.07 Treatment. All residents will receive a treatment protocol that has been prescribed by the psychological evaluation or mental health evaluation of the child;
- 5.08 Trauma Informed Specific Services for Post-Adjudication. Each child shall receive specialized trauma informed services, as indicated in substance abuse, behavioral health and/or sexual offending behaviors or as assigned. Formalized behavior programs and therapeutic interventions implemented by professional and/or paraprofessional staff under the direct supervision of professional staff. County upon request will assist Grayson County in contacting the parent/s/ for participation in treatment.
- 5.09 Case Management. Each child will receive case management services including but not limited to: Individualized case plan, treatment plan, treatment/case management team coordination, family and post-placement planning developed by appropriate facility staff in concert with the child, parent and/or sending Juvenile Probation Officer;
- 5.10 Physical Training. Each child will receive a highly structured and supervised physical training program
- 5.11 Level of Care Services. A resident's level of care must be agreed upon between Grayson County and the referring County. The referring county may, at any time, inspect Grayson County's records and interview both the resident and employees of Grayson County to determine if a resident is receiving services in line with the level of care;
- 5.12 Additional Services. Grayson County will provide to a resident any additional amenities and services not included in the level of care services that are provided to all children placed at its Facility.
- 5.13 Progress Reports. Grayson County will provide monthly Progress Reports indicating each resident's progress and any issues that Grayson County feels may hinder a resident's ability to complete the program;

#### ARTICLE 6 - PRIVATE SERVICE PROVIDERS

- 6.01 Private Service Providers. In any contract with a private service provider providing services to the residents under this contract Grayson County will require, in accordance with Texas Human Resource Code, Sec. 141.050(a), such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

#### ARTICLE 7 - MEDICAL, DENTAL, OR PSYCHOLOGICAL TREATMENT

- 7.01 Emergency Medical, Dental or Psychological treatment. Grayson County and County agree that if an emergency examination, hospitalization, and/or treatment outside the facility is required, the administrator or designee of the Facility is authorized to secure necessary emergency services at the expense of the referring county. The referring County agrees to promptly pay for any and all emergency examination, hospitalization, psychiatric, and/or psychological treatment including medications directly to Grayson County for such care. County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, Grayson County, its officials and employees, for any liability or for charges incurred for the emergency medical examination, hospitalization, and/or psychological treatment for a child placed in the Facility.

The Facility Administrator or designee shall notify County of such an emergency within twenty-four (24) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

- 7.02 Required Consent Form. County agrees to provide Grayson County with a signed medical and medication authorization form for each child. This form is required to be signed by a parent or legal guardian of the child.

**ARTICLE 8 - REPORTING ABUSE, NEGLECT AND EXPLOITATION**

- 8.01 Duty to Report. Grayson County and all of its employees, volunteers, or other individuals acting under the auspices of Grayson County, will report any incident or allegation of any incident of abuse, neglect, exploitation, death or other serious incident involving a child as required by TJJ Standards. Grayson County will immediately notify the resident's Juvenile Probation Officer of any incident of serious abuse, neglect, exploitation, death, or other serious incident involving any child at the Facility.
- 8.02 Emergency Notification. Grayson County will immediately notify a resident's parent, legal guardian or custodian, and the resident's Probation Officer if a resident in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident.

**ARTICLE 9 - PREA**

- 9.01 Federal Prison Rape Elimination Act of 2003 (28 C.F.R. Part 115) ("PREA"). Grayson County adopts and complies with PREA. PREA establishes a zero-tolerance standard against sexual assault and sexual harassment of incarcerated persons, including juveniles and addresses the detection, prevention, elimination, and reporting of sexual assault in facilities.

**ARTICLE 10 - EXAMINATION OF PROGRAM AND RECORDS**

- 10.01 County to Examine and Evaluate. Grayson County agrees that County may examine and evaluate its program of services provided under the terms of this contract and review the Facility records relating to their residents. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Facility and the child.
- 10.02 Records. The Facility agrees to maintain and make available for inspection, audit, monitoring or reproduction; books, documents and other evidence pertaining to the Facility's performance Records, by an authorized representative of C and/or the State of Texas.
- 10.03 Record Retention. The Facility agrees to maintain these Records for seven (7) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

**ARTICLE 11 - COMPENSATION**

- 11.01 Per Diem Rate. For and in consideration of the above-mentioned services, County agrees to pay Grayson County the per diem rate set forth below:

Pre-Adjudication daily rate	\$150.00
Post-Adjudication Daily rate	\$260.00
County Placements Specialized	
Behavioral Health, Substance Abuse, and/or Sex Offending Behavior	

It is agreed that the current rates may be reviewed and revised (up or down) to meet operational costs. If such a change occurs, Grayson County will notify County 30 days in advance of the change.

- 11.02 Additional Costs. County will reimburse Grayson County for any additional expenses for medical, dental, psychological, medications and/or other related costs as needed. Services, which are not directly addressed by this agreement, must be submitted for approval for reimbursement from County. County understands that a child placed in a secure correctional facility is no longer eligible to receive Medicaid, therefore; Medicaid cannot be charged for residents medical, dental, psychological or medication needs.
- 11.03 County agrees to pay Grayson County the monthly contract rate from current revenues.
- 11.04 Grayson County shall submit, to the County, an invoice for payment of the per diem rate and any additional costs within ten (10) days after end of each month. Grayson County will send the invoice electronically, unless other arrangements have been requested.



County agrees to submit payment to:

Grayson County Juvenile Services  
C/O Grayson County Treasurer's Office  
100 W. Houston St., Ste. A-2-2  
Sherman, TX 75090  
OR

Electronic payments can be set up by contacting the Grayson County Treasurer's Office

11.05 All payments are due within thirty (30) days after receipt of the invoice

#### ARTICLE 12 - ACCOUNTING, REPORTING, & AUDITING

- 12.01 Eligible to Receive State Funds. Pursuant to *Texas Family Code § 231.006*, Grayson County certifies that it is eligible to receive payment for services under this Agreement. Grayson County acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 12.02 Acceptance of State Funds. Grayson County understands that acceptance of state funds under this Agreement 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. Grayson County 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. Grayson County will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate are included in any subcontract or arrangement Grayson County enters into.
- 12.03 Generally Accepted Accounting Principles ("GAAP"). Grayson County acknowledges that state funds may be used to pay for services rendered to under this Agreement. For this reason, Grayson County will account separately for the receipt and expenditure of all funds received from Juvenile Probation, and will adhere to GAAP. in the accounting, reporting and auditing of such funds.

#### ARTICLE 13 - REPRESENTATIONS

- 13.01 Authority to Contract. The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.
- 13.02 Qualified to do Business. Grayson County states 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 Grayson, or any political subdivision thereof.
- 13.03 Legal Compliance. Grayson County 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.
- 13.04 Notice of Suit. Grayson County will notify County Juvenile Probation within five (5) days of receiving notice if any of Grayson County's employees, volunteers, and other individuals acting under the auspices of Grayson County is named as a party in a civil lawsuit or criminal proceeding if the lawsuit relates to services provided under this Agreement.
- 13.05 Health & Safety of Youth. Grayson County will ensure that all of its programs, services, and facilities provide adequate health and safety protections, procedures, and policies for all youth being served.
- 13.06 Confidentiality. Grayson County will maintain strict confidentiality of all information and records relating to all children 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.



- 13.07 Judicial Proceedings or Hearings. Grayson County will cooperate with and testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter County Juvenile Probation 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.
- 13.08 Equal Opportunity. Grayson County 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, religion, disability, national origin, or other legally protected categories, classes, or characteristics.
- 13.09 Boycott Israel. Grayson County has not, and will not boycott Israel during the term of this Agreement. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 13.10 Foreign Terrorist Organizations. Grayson County affirms that it is not engaged in business with Iran, Sudan, or foreign terrorist organizations or is listed on the Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization under Government Code 2252, Subchapter F.
- 13.11 Officials Not to Benefit. No official, member, or employee of Grayson County or County and no member of their governmental bodies, and no other public officials of the Grayson County Juvenile Board or the County Juvenile Board who exercise any function 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 and shall not have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this contract, or any benefit that may arise therefrom.

The Grayson County Juvenile Board agrees to insert this clause OFFICIALS NOT TO BENEFIT into all subcontracts entered into in the performance of the work assigned by this agreement.

#### ARTICLE 14 - MISCELLANEOUS

- 14.01 Texas Tort Claims Act. County and Grayson County acknowledge that they are political subdivisions of the State of Texas and that they are subject to and will comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.
- 14.02 Waiver of Subrogation. Grayson County 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 County Juvenile Probation. Grayson County also waives any rights it may have to indemnification from County Juvenile Probation.
- 14.03 Agreements Superseded. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.
- 14.04 Amendments. No amendment, modification, or alteration of the terms hereof will be binding unless the same be in writing, be dated on the same date or subsequent to the date hereof, and be duly executed by the parties hereof.
- 14.05 Validity. In the event any one or more of the provisions contained in this Agreement is for any reason 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.
- 14.06 Law & Venue. The laws of the State of Texas shall govern this agreement and venue of any dispute or matter arising under this agreement shall be in Grayson County, Texas.



- 14.07 Form 1295: The SERVICE AGENT in accordance with Government Code Chapter 2252, Subchapter Z and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. This is referring to Form 1295 that must be filed online at [www.Ethics.state.tx.us/File](http://www.Ethics.state.tx.us/File)

#### ARTICLE 15 - DEFAULT

- 15.01 Either party to this agreement may, by written notice of default to the defaulting party's Juvenile Board Chairman through certified mail return receipt requested, terminate in whole this agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this agreement.

The defaulting party shall have the right to cure such default within ten (10) days' notice of such failure or as extended by written authorization of the non-defaulting party.

#### ARTICLE 16 - SANCTIONS & PENALTIES

- 16.01 Grayson County acknowledges that a default or an event of default as defined in Article XV herein may result in payment being withheld or permanently suspended in whole or in part, and that Grayson County may become ineligible to enter into future agreements with County.

#### ARTICLE 17 - TERMINATION

- 17.01 Notwithstanding any other provision in this contract, either Grayson County or County may terminate the agreement by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, with return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the agreement thirty (30) calendar days after receipt of the notice. At the end of the 30-day period, this contract shall terminate and become null and void and be of no further force or effect.
- 17.02 After receipt of notice of termination, County shall remove all children placed in the facilities on or before the termination date. No child shall be accepted by either facility after receipt of said notice.

#### ARTICLE 18 - NOTICES

- 18.01 Except as expressly provided herein, any notice required or permitted to be given under this Agreement shall be in writing and delivered in person or by registered or certified mail, return receipt requested, to the individual at the address below:

To Grayson County:                      Grayson County Juvenile Services  
ATTN: Lisa Tomlinson, Chief JPO  
86 Dyess  
Denison, TX 75020

To Tarrant                                      Tarrant County Juvenile Department  
ATTN: Bennie Medlin  
2701 KIMBO ROAD  
FORT WORTH, TX 76111-6111

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

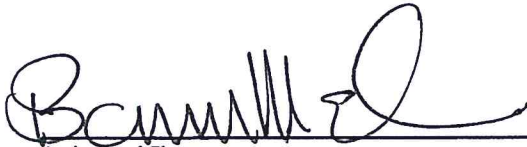
ARTICLE 19 - EXECUTION

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 of the terms and conditions of this Agreement.

ON \_\_\_\_\_, 20\_\_\_\_ FULLY EXECUTED IN DUPLICATE WHICH MAY BE ELECTRONIC, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

Tarrant County

Grayson County

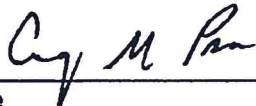


Authorized Signatory  
Title



Authorized Signatory  
Title

APPROVED AS TO LEGAL FORM:



Craig Price  
Grayson County Asst. District Attorney

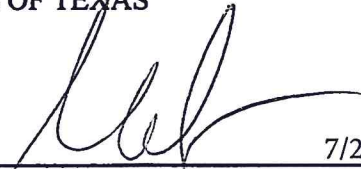


Residential Services  
September 1, 2022 – August 31, 2023

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

X  7/20/2022  
Robb Catalano Date  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*Funds available for the contracts approved  
Pursuant to this communication are \$3,375,000.  
The total budgeted funds for these contracts as a  
whole will not exceed this amount.**

\_\_\_\_\_  
B. Glen Whitley Date  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

**JUVENILE SERVICES CONTRACT  
WITH NEW LIFE CHILDREN'S TREATMENT  
CENTER FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and New Life Children's Treatment Center, hereinafter referred to as ("PROVIDER"), for the provision of residential services, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102A;
- 1.2 Provide the appropriate level of service of:  
Specialized at the daily rate of \$197.69  
Intense at the daily rate of \$277.37,  
meeting the level of care definition defined in Attachment "A" or "B", whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 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.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:



- 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.
- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **3 EVALUATION CRITERIA**

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:
  - 3.2.1 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.

#### **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

#### **5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S requests for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

#### **6 CONFIDENTIALITY OF RECORDS**

Juvenile records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

#### **7 DUTY TO REPORT**

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child; and
- 7.2 The PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.



**8 FINANCIAL RESPONSIBILITY**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.
- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

**9 AGENCY-INDEPENDENT CONTRACTOR**

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

**10 ASSIGNMENT AND SUBCONTRACT**

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

**11 THIRD PARTY BENEFICIARY EXCLUDED**

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

**12 DISCLOSURE OF INFORMATION**

- 12.1 PROVIDER 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 Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:
  - 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
  - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER that has direct contact with juveniles;
  - 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
  - 12.1.5 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 PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
  - 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 12.1.7 The identity of any of PROVIDER'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 Contract, 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.



- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

### **13 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 EQUAL OPPORTUNITY**

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

### **15 OFFICIAL NOT TO BENEFIT**

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official 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 contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

### **16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

### **17 TERMINATION**

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or



- 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

## **18 DEFAULT**

- 18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
  - 18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;
  - 18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this contract in accordance with its terms; or
  - 18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

## **19 LIQUIDATED DAMAGES**

- 19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

## **20 PARTIES ADDRESSES**

### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E Weatherford St.  
Fort Worth, TX 76196

### **PROVIDER**

New Life Children's Treatment Center  
25752 Kingsland Blvd.  
Katy, TX 77494

## **21 WAIVER OF SUBROGATION**

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

## **22 INDEMNIFICATION**

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

## **23 SOVEREIGN IMMUNITY**

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

## **24 REPRESENTATION AND WARRANTIES**

24.1 PROVIDER hereby represents and warrants the following:

- 24.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
- 24.1.2 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 Tarrant, or any political subdivision thereof;
- 24.1.3 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 Contract;
- 24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable administrative rules regarding abuse, neglect, and exploitation allegations; and
- 24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of Texas.

## **26 VENUE**

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

## **27 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS**

- 27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, 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 TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.



- 27.2 Under Section 231.006, Texas Family Code, the PROVIDER 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. (*Attachment "D" - Family Code 231.006*)
- 27.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 27.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.
- 27.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the *Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "E")*, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 27.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER 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. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.
- 27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the 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.
- 27.9 The PROVIDER verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

## **28 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

## **29 PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

**30 AMENDMENTS**

- 30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

**31 DISCLOSURE OF INTERESTED PARTIES**

"New Life Children's Treatment Center acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "F"**, with the Texas Ethics Commission as required by law".

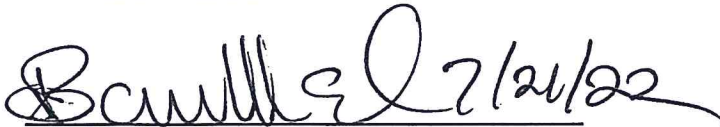


EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

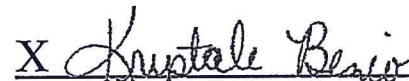
TARRANT COUNTY  
STATE OF TEXAS

New Life Children's Treatment Center



Bennie Medlin  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

Date

X 

Krystale Bezio, MSW, LCRAA  
Chief Program Officer  
25752 Kingsland Blvd.  
Katy, TX 77494

Date 7/12/2022

X 

Robb Catalano  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

Date

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*Funds available for the contracts approved  
Pursuant to this communication are \$3,375,000.  
The total budgeted funds for these contracts as a  
whole will not exceed this amount.**

\_\_\_\_\_  
B. Glen Whitley  
County Judge

Date

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

**JUVENILE SERVICES CONTRACT  
WITH RITE OF PASSAGE, INC.  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Rite of Passage, Inc., hereinafter referred to as ("PROVIDER"), for the provision of residential services at Desert Lily Academy, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102A;
- 1.2 Provide the appropriate level of service of:  
Specialized at the daily rate of \$255.000,  
meeting the level of care definition defined in Attachment "A" or "B", whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 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.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.



- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

## **2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

## **3 EVALUATION CRITERIA**

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:
  - 3.2.1 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.

#### **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

#### **5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S requests for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

#### **6 CONFIDENTIALITY OF RECORDS**

Juvenile records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

#### **7 DUTY TO REPORT**

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child; and
- 7.2 The PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.



**8 FINANCIAL RESPONSIBILITY**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.
- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

**9 AGENCY-INDEPENDENT CONTRACTOR**

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

**10 ASSIGNMENT AND SUBCONTRACT**

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

**11 THIRD PARTY BENEFICIARY EXCLUDED**

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

**12 DISCLOSURE OF INFORMATION**

- 12.1 PROVIDER 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 Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:
  - 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
  - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER that has direct contact with juveniles;
  - 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
  - 12.1.5 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 PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
  - 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 12.1.7 The identity of any of PROVIDER'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 Contract, 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.



- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

### **13 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 EQUAL OPPORTUNITY**

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

### **15 OFFICIAL NOT TO BENEFIT**

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official 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 contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

### **16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

### **17 TERMINATION**

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or



17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.

17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.

17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

## **18 DEFAULT**

18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;

18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this contract in accordance with its terms; or

18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.

18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

## **19 LIQUIDATED DAMAGES**

19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.

19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

## **20 PARTIES ADDRESSES**

### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

### **PROVIDER**

Rite of Passage, Inc.  
2560 BUSINESS PARKWAY, STE. A.  
MINDEN, NV 89423

## **21 WAIVER OF SUBROGATION**

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

## **22 INDEMNIFICATION**

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

## **23 SOVEREIGN IMMUNITY**

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

## **24 REPRESENTATION AND WARRANTIES**

24.1 PROVIDER hereby represents and warrants the following:

- 24.1.1 That it has all necessary right, title, license and authority to enter into this Contract;
- 24.1.2 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 Tarrant, or any political subdivision thereof;
- 24.1.3 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 Contract;
- 24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable administrative rules regarding abuse, neglect, and exploitation allegations; and
- 24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of Texas.

## **26 VENUE**

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

## **27 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS**

- 27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, 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 TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.



- 27.2 Under Section 231.006, Texas Family Code, the PROVIDER 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. (**Attachment "D" - Family Code 231.006**)
- 27.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 27.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.
- 27.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "E")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 27.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER 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. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.
- 27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the 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.
- 27.9 The PROVIDER verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

## **28 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

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**31 DISCLOSURE OF INTERESTED PARTIES**

"Rite of Passage, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "F"**, with the Texas Ethics Commission as required by law".



EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

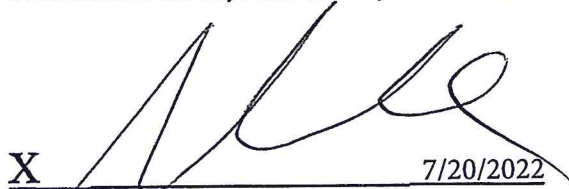
Rite of Passage, Inc.

 7/21/22

Bennie Medlin  
Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X  7/11/22

Rusty Alexander  
Business Managing Director  
2560 Business Parkway, Ste. A.  
Minden, NV 89423

X  7/20/2022

Robb Catalano  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*Funds available for the contracts approved  
Pursuant to this communication are \$3,375,000.  
The total budgeted funds for these contracts as a  
whole will not exceed this amount.**

\_\_\_\_\_  
B. Glen Whitley  
County Judge

Date

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



STATE OF TEXAS

COUNTY OF TARRANT

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**JUVENILE SERVICES CONTRACT  
WITH RITE OF PASSAGE, INC.  
FOR RESIDENTIAL SERVICES**

**BACKGROUND**

This Contract for services is between Tarrant County, Texas, hereinafter referred to as ("COUNTY"), and Rite of Passage, Inc., hereinafter referred to as ("PROVIDER"), for the provision of residential services at The Oaks, to provide COUNTY with long term residential care for children alleged to have committed or adjudicated for delinquent conduct or conduct indicating a need of supervision. The residential facility to be utilized is owned and operated by PROVIDER. Commissioners Court finds that this Contract serves a public purpose for the provision of providing residential care to juveniles under the authority of Tarrant County Juvenile Services, also referred to as ("TCJS").

**CONTRACT FOR SERVICES**

**1 SCOPE OF SERVICES**

PROVIDER agrees to the following:

- 1.1 Provide all services as described in the accepted proposal (incorporated by reference) under RFQ 2020-102A;
- 1.2 Provide the appropriate level of service of:  
    Specialized at the daily rate of \$255.00,  
    meeting the level of care definition defined in Attachment "A" or "B", whichever applies to PROVIDER'S facility, and as detailed in the incorporated proposal.
- 1.3 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.
- 1.4 Ensure the legal guardian(s) and COUNTY (County Placement Officer) are immediately notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or is involved in a major disruption. After normal working hours COUNTY notification shall be given by contacting the Juvenile Detention Center at 817-838-4610. PROVIDER shall be responsible for having a child transported to an appropriate facility for emergency medical care or follow-up care.
- 1.5 The PROVIDER is under no obligation to retain space for a child who has an unauthorized departure situation.
- 1.6 The PROVIDER is under no obligation to accept a child who is deemed inappropriate for placement in the program by the PROVIDER.
- 1.7 Provide COUNTY Placement Officer a monthly written report by the 10<sup>th</sup> of each month detailing a child's progress while in the program.
- 1.8 PROVIDERS operating under Texas Administrative Code (TAC) Chapter 343 or 355 agree to create or participate in the development and update of a child's case plan as required.
- 1.9 PROVIDERS not operating under TAC Chapters 343 or 355 agree to participate or develop any required individual case plans (ICP) or Case Plan Reviews as follows:
  - 1.9.1 Each child placed with the PROVIDER shall have a written Individualized Case Plan (ICP), provided by the COUNTY and maintained by the PROVIDER in the individual child's file.



**Residential Services**  
**September 1, 2022 – August 31, 2023**

- 1.9.2 The ICP shall be reviewed and updated monthly for the duration a child is in the facility. The PROVIDER shall ensure the resident is made available to the County Placement Officer to participate in monthly status and progress reviews. A PROVIDER staff member who is knowledgeable about the resident's progress in the facility's program will participate in monthly status and progress reviews with the County Placement Officer.
- 1.9.3 On Title IV-E cases, the Initial Case Plan (ICP) shall be completed 30 days from the date of placement and the Case Plan Review (CPR) shall be completed within 180 days of the date of placement and/or 180 days from the date of the last completed CPR. A copy of the IV-E ICP and CPR will be signed by the child and PROVIDER and retained in the child's file.
- 1.9.4 Copies of the original ICP, CPR, monthly progress note, and the periodic reviews are to be maintained by PROVIDER and the County Placement Officer.
- 1.10 Provide COUNTY all necessary information on forms provided by COUNTY.
- 1.11 If appropriate, initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for a child who may be eligible for Medicaid.
- 1.12 Only release a child to a person or agency with the express consent of the COUNTY.

**2 TERM**

This Contract begins on September 1, 2022 and concludes on August 31, 2023.

**3 EVALUATION CRITERIA**

- 3.1 The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.
- 3.2 COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:
  - 3.2.1 To facilitate improvements in social and personal functioning of youth;
  - 3.2.2 To facilitate improvements in family and parental communications and functioning; and
  - 3.2.3 To support youth in maintaining law-abiding behaviors.
- 3.3 COUNTY shall evaluate PROVIDER performance under this Contract according to the following outputs:
  - 3.3.1 Number of youth served during contract period;
- 3.4 COUNTY shall evaluate the program utilizing the following measures:
  - 3.4.1 85% of youth placed will complete the program successfully;
  - 3.4.2 Number of youth who attained educational advancement during period of placement;
  - 3.4.3 Number of youth who exhibited improved communication skills during period of placement; and
  - 3.4.4 Number of youth who exhibited improved problem-solving skills during period of placement;
- 3.5 COUNTY shall evaluate the program utilizing the following long-term measures:
  - 3.5.1 85% of youth discharged successfully will complete their probationary term successfully;
  - 3.5.2 One year re-arrest rate shall not exceed 30%; and
  - 3.5.3 Two year re-arrest rate shall not exceed 35%.

#### **4 COST**

- 4.1 COUNTY agrees to pay the PROVIDER an amount not to exceed the amounts referred to herein for the corresponding level of care. This Contract is not to exceed an annual amount of \$3,375,000 for all services provided.
- 4.2 PROVIDER will submit an invoice for payment of services to COUNTY on a monthly basis. An invoice shall be submitted no later than ten (10) days following the end of the invoiced month and shall include: name of the child or children for whom payment is being requested, the number of days (stated consecutively), the daily rate and level of care being billed, and total monthly cost. Billing for costs other than the daily rate shall be pre-approved by COUNTY and be detailed and include, the service rendered, the purpose of the service, name of child, rate and hours of service.
- 4.3 COUNTY agrees to pay PROVIDER the daily rate for up to (10) days at any one time for COUNTY approved time away from the facility.
- 4.4 The COUNTY reserves the right to terminate the placement of a child at its discretion and will only be responsible for paying PROVIDER for the actual number of days the child resides in the PROVIDER'S facility.
- 4.5 PROVIDER agrees Medicaid or other insurance provided through the child's parent will be utilized for any medical emergency treatment or non-emergency medical treatment, prior to COUNTY agreeing to pay for services. COUNTY requires PROVIDER to notify COUNTY as soon as the child is transported to medical facility.
- 4.6 PROVIDER may submit a reimbursement request for non-emergency medical care, dental care or prescription medications if the COUNTY pre-approved the service or purchase.

#### **5 EXAMINATION AND RETENTION OF RECORDS**

- 5.1 PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S requests for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.
- 5.2 PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the youth when deemed necessary.
- 5.3 PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

#### **6 CONFIDENTIALITY OF RECORDS**

Juvenile records are expressly made confidential by law. PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

#### **7 DUTY TO REPORT**

- 7.1 As required by Texas Family Code Chapter 261, PROVIDER'S licensing entity or Title 37 Texas Administrative Code Chapters 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child; and
- 7.2 The PROVIDER agrees to report immediately, but no later than 24 hours, any serious incidences, accidents, injuries, suspected illegal activities, allegations of abuse, neglect or exploitation, or catastrophic events to the Chief Probation Officer at 817-838-4643.



**8 FINANCIAL RESPONSIBILITY**

- 8.1 PROVIDER is responsible for its incurred expenses in performing this Contract unless otherwise noted.
- 8.2 PROVIDER shall not assess fees to the child or their families unless arrangements are specified by the Court.
- 8.3 PROVIDER will not charge COUNTY for fiscal support for a child who is eligible for fiscal support from another state agency or organization.

**9 AGENCY-INDEPENDENT CONTRACTOR**

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

**10 ASSIGNMENT AND SUBCONTRACT**

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

**11 THIRD PARTY BENEFICIARY EXCLUDED**

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

**12 DISCLOSURE OF INFORMATION**

- 12.1 PROVIDER 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 Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:
  - 12.1.1 Any and all corrective action required by any of PROVIDER'S licensing authorities;
  - 12.1.2 Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
  - 12.1.3 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER that has direct contact with juveniles;
  - 12.1.4 All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;
  - 12.1.5 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 PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;
  - 12.1.6 The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
  - 12.1.7 The identity of any of PROVIDER'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 Contract, 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.



- 12.2 PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

### **13 Prison Rape Elimination Act**

PROVIDER agrees to comply, if applicable with the PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities). PROVIDER shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act if the majority of all residents are placed by juvenile courts. PROVIDER agrees to ensure, for each facility under its control, to submit to a Department of Justice PREA audit every three (3) years beginning August 20, 2016. PROVIDER shall be solely responsible for paying for a PREA Audit as required and shall make said audit results available to Tarrant County Juvenile Services. During the non-audit period, PROVIDER acknowledges that in addition to self-monitoring requirements, COUNTY may conduct announced or unannounced compliance monitoring visits. PROVIDER agrees to submit to the Chief Probation Officer, no later than June 30th of each year, all incident-based and aggregated data reports from the previous year for every allegation of sexual abuse at its facility or facilities. Failure to comply with PREA standards and related Tarrant County Juvenile Service policies may result in termination of the contract.

### **14 EQUAL OPPORTUNITY**

PROVIDER agrees to respect and protect the civil and legal rights of all youth and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

### **15 OFFICIAL NOT TO BENEFIT**

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official 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 contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

### **16 WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT**

- 16.1 If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.
- 16.2 Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

### **17 TERMINATION**

- 17.1 Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:
- 17.1.1 By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or



- 17.1.2 By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 17.1.3 Failure to comply with PREA standards, if applicable and related Tarrant County Juvenile Service policies may result in termination of the contract.
- 17.2 This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.
- 17.3 The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

## **18 DEFAULT**

- 18.1 COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:
  - 18.1.1 If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;
  - 18.1.2 If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this contract in accordance with its terms; or
  - 18.1.3 In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty calendar (30) days.
- 18.2 Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to Contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

## **19 LIQUIDATED DAMAGES**

- 19.1 PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.
- 19.2 In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

## **20 PARTIES ADDRESSES**

### **COUNTY**

Judge B. Glen Whitley  
County Judge, Tarrant County  
100 E. Weatherford St.  
Fort Worth, TX 76196

### **PROVIDER**

Rite of Passage, Inc.  
2560 BUSINESS PARKWAY, STE. A.  
MINDEN, NV 89423

## **21 WAIVER OF SUBROGATION**

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

## **22 INDEMNIFICATION**

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

## **23 SOVEREIGN IMMUNITY**

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

## **24 REPRESENTATION AND WARRANTIES**

24.1 PROVIDER hereby represents and warrants the following:

24.1.1 That it has all necessary right, title, license and authority to enter into this Contract;

24.1.2 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 Tarrant, or any political subdivision thereof;

24.1.3 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 Contract;

24.1.4 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants prior to contact with COUNTY youth will be properly trained prior to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5 PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the provision of services under this contract.

## **25 TEXAS LAW TO APPLY**

This Contract shall be construed under and in accordance with the laws of the State of Texas.

## **26 VENUE**

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

## **27 ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS**

27.1 The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, 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 TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.



- 27.2 Under Section 231.006, Texas Family Code, the PROVIDER 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. (**Attachment "D" - Family Code 231.006**)
- 27.3 The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.
- 27.4 PROVIDER agrees to comply with all applicable laws, regulations and conditions required by the Texas Juvenile Justice Department for juvenile boards, juvenile probation departments and their subcontractors.
- 27.5 The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the **Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "E")**, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.
- 27.6 PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Juvenile Justice Department, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER 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. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.
- 27.7 The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 27.8 The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors paid to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the 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.
- 27.9 The PROVIDER verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

## **28 LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in the Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

## **29 PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole and only Contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

**30 AMENDMENTS**

- 30.1 The parties may amend this Contract by subsequent written amendments. The parties will not amend this Contract orally.
- 30.2 COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

**31 DISCLOSURE OF INTERESTED PARTIES**

"Rite of Passage, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "F"**, with the Texas Ethics Commission as required by law".

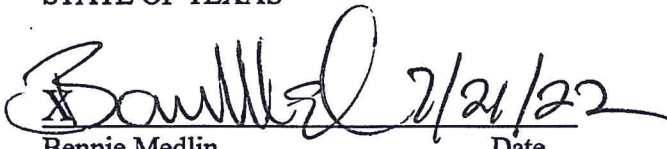


EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_

TARRANT COUNTY  
STATE OF TEXAS

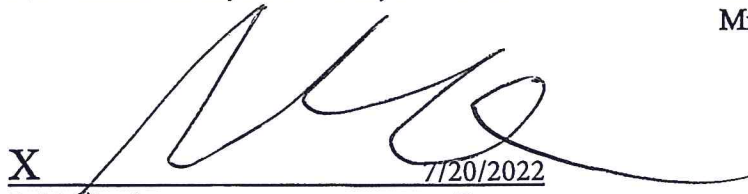
Rite of Passage, Inc.

X  7/21/22  
Bennie Medlin Date

Director of Juvenile Services  
2701 Kimbo Road, Fort Worth, TX 76111

X  7/12/22  
Rusty Alexander Date

Business Managing Director  
2560 Business Parkway, Ste. A.  
Minden, NV 89423

X  7/20/2022  
Robb Catalano Date

Juvenile Board Chairman  
401 W. Belknap, Fort Worth, TX 76196

COUNTY OF TARRANT  
STATE OF TEXAS

**\*CERTIFICATION OF AVAILABLE FUNDS IN  
THE AMOUNT OF \$3,375,000:**

**\*Funds available for the contracts approved  
Pursuant to this communication are \$3,375,000.  
The total budgeted funds for these contracts as a  
whole will not exceed this amount.**

\_\_\_\_\_  
B. Glen Whitley Date  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

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**RFQ NO. 2020-102A JUVENILE RESIDENTIAL SERVICES**

Vendors Award

1. Rite of Passage, Inc
2. Lutheran Social Services of the South, Inc. d/b/a New Life Children's Residential Treatment
3. Lutheran Social Services of the South, Inc. d/b/a New Life Children's Residential Treatment
4. Grayson County Juvenile Services
5. Care Youth Corporation d/b/a Falcon Ridge Ranch
6. Care Youth Corporation d/b/a Lava Heights Academy