



**COMMISSIONERS COURT  
COMMUNICATION**

AGENDA DATE: 12/3/12

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO  
(IF APPLICABLE): KK-12-0585

**SUBJECT: This is the Court Ordered Supervised Visitation and Visitation Exchange Services Agreement By and Between County of El Paso and YMCA of Greater El Paso TX & Rio Grande Valley.**

**BACKGROUND/DISCUSSION OF TOPIC: This agreement between the County of El Paso and the YMCA of Greater El Paso TX & Rio Grande Valley was originally entered into in March of 2011. The Contractor agrees to provide supervised child visitation and child visitation exchange services in court ordered cases for families at risk of experiencing or that have experienced family violence ("Party" or "Parties") and the County agrees to provide funding for such services pursuant to this Agreement. The language in this new contract allows for monthly billing.**

**FISCAL IMPACT: \$20,000 from the Family Protection Fund has been designated for this contract this fiscal year.**

**PRIOR COMMISSIONERS COURT ACTION (IF ANY): This contract was originally approved between the COUNTY and the YMCA on March 28, 2011.**

**RECOMMENDATION: Approve and authorize the County Judge's to sign the Court Ordered Supervised Visitation and Visitation Exchange Services Agreement By and Between County of El Paso and YMCA of Greater El Paso TX & Rio Grande Valley.**

**SUBMITTED BY:**

**Jim Fashing, DRO Executive Director: (915) 834-8292**

**From:** Ouisa Davis  
**Sent:** Monday, November 19, 2012 4:10 PM  
**To:** James Fashing  
**Subject:** FW: k-12-0585 -- DRO/YMCA/Court Order Supervised Visitation Agreement  
**Attachments:** 2012-0585.FY2013 FPF Contract with YMCA.pdf

**Ouisa D. Davis**  
Division Chief  
Friend of the Court/Family Law Information Center  
El Paso County Domestic Relations Office  
500 E. San Antonio, Ste. LL108  
El Paso, Texas 79901  
915/834-8200, ext. 4049  
Fax: 915/834-8299  
URL: [www.epcounty.com/dro](http://www.epcounty.com/dro)

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**From:** Janet Monteros  
**Sent:** Monday, November 19, 2012 3:58 PM  
**To:** Ouisa Davis; Alicia Vera; Josefina Vasquez  
**Subject:** k-12-0585 -- DRO/YMCA/Court Order Supervised Visitation Agreement

## **COUNTY LEGAL REVIEW FORM**

KK-12-0585

Contract Description: DRO/YMCA/Court Order Supervised Visitation Agreement

### **COUNTY ATTORNEY ACTION\*\***

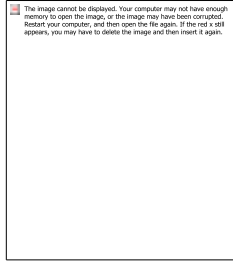
**\*\*Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted  
 Approved as to Form with Amendments/Modifications/Reservations Noted  
Below\*  
 Not Approved

\*1)

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

**Janet Monteros**  
**Assistant County Attorney**



*JANET I. MONTEROS, ASSISTANT COUNTY ATTORNEY*

*General Counsel Unit*

***EL PASO COUNTY ATTORNEYS OFFICE***

*500 E. San Antonio, Ste. 503*

*El Paso, Texas 79901*

*915-546-2050 ext. 3209*

*915-546-2133 facsimile*

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**COURT ORDERED SUPERVISED VISITATION  
AND VISITATION EXCHANGE SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF EL PASO  
AND  
YMCA OF GREATER EI Paso TX & RIO GRANDE VALLEY**

This Agreement is entered into by and between the **COUNTY OF EL PASO**, a political subdivision organized and existing under the laws of the State of Texas, hereinafter referred to as "County", and **YMCA OF GREATER EL PASO TX & RIO GRANDE VALLEY** (hereinafter referred to as "YMCA"), a non-profit corporation existing under the laws of the State of Texas, hereinafter referred to as "Contractor".

**WHEREAS**, the Contractor agrees to provide supervised child visitation and child visitation exchange services in court ordered cases for families at risk of experiencing or that have experienced family violence ("Party" or "Parties") and the County agrees to provide funding for such services pursuant to this Agreement;

**NOW THEREFORE**, in consideration of the promises and agreements hereinafter set forth, the parties agree as follows:

**A. SCOPE AND COMPENSATION**

When a Court with appropriate statutory jurisdiction ("Court") issues an **Order of Referral for Supervised Visitation or Exchanges** "Court Order", Contractor shall provide, for those court-ordered cases, supervised child visitation and supervised child exchange programs, further described below, whereby parents may visit with or exchange their children for visitation without risk of family violence. An example of said Court Order is attached hereto as **Exhibit A**.

1. Supervised Child Visitation Program. Contractor's Supervised Visitation Program (SVP) shall provide a safe and neutral environment for visits by noncustodial parents and their children. Contractor shall provide trained staff and volunteers to supervise, support and monitor these visits. Contractor shall designate staggered arrival

times for custodial and non-custodial parents and strict rules and procedures, approved by the County, which must be followed.

Parties shall pay Contractor one hundred and fifty dollars (\$150.00) per SVP Unit per month; an SVP Unit shall consist of no more than 4 hours. The Parties shall pay the charges as apportioned by the Court Order in that case; or if the cost is not apportioned, they shall each pay seventy-five dollars (\$75.00) per month.

Supervised Visits shall be scheduled in 1 hour blocks at any of the 3 YMCA facilities: Bowling Family Branch, located at 5509 Will Ruth, El Paso, Texas 79924; Westside Family Branch, located at 7145 North Mesa, El Paso, Texas 79912; and the Fred & Mary Loya Family Branch, located at 2044 Trawood, El Paso, Texas 79935.

2. Supervised Child Exchange Program. Contractor's Supervised Child Exchange Program shall provide families a safe and neutral place to exchange their children from one parent/guardian to the other. Contractor shall provide trained staff and volunteers to supervise, support and monitor these exchanges. Contractor shall designate staggered arrival times for custodial and non-custodial parents, and strict rules and procedures, approved by the County, which must be followed. Families shall be encouraged to utilize this service whether or not there is a protective order in place.

Parties shall pay Contractor one hundred twenty dollars (\$120.00) per month, per family. The Parties shall pay the charges as apportioned by the Court Order; or if the cost is not apportioned, they shall each pay sixty dollars (\$60.00) per month.

Supervised Exchanges shall be scheduled at the following times: on the 1st, 3rd, and 5th Fridays of the month from 5:30pm-6:00pm; on the 1st, 3rd, and 5th Sundays of the month from 5:30pm-6:00pm; and every Thursday from 6:00pm-8:00pm.

As the Supervised Exchange Program begins, all supervised exchanges will take place at the Bowling Family YMCA at 5509 Will Ruth, El Paso, Texas 79924. As participation increases, the other branches will be made available.

3. Performance Measures. The Parties hereby adopt the performance measures stated on "Exhibit B", which is attached hereto and incorporated herein for all purposes.

## **B. PERSONNEL AND FACILITIES**

Contractor represents: (1) that it has, or will secure at its own expense, all personnel required to perform the services under this contract and that such personnel shall not be employees of the County; and (2) that Contractor shall provide the County with copies of all criteria for selection of personnel and shall maintain such criteria in a current condition.

Contractor shall provide such office space, equipment, supplies, and other materials as may be necessary to accomplish the services outlined herein.

**C. FAMILY PROTECTION FUND - AUTHORIZED REIMBURSEMENT- PAYMENT**

For family violence cases in which the Court issues a order which contains a finding that family violence has occurred or may occur in the future and orders supervised visitation and/or monitored exchanges, Contractor may waive for services provided to the custodial conservator and Contractor may be eligible for reimbursement for such payment for services, if funds are available in the County Family Protection Fund established pursuant to Texas Government Code Section 51.961.

The Contractor may request reimbursement from the County:

- 1) for each court ordered supervised child visitation in the amount of \$150.00 per supervised visit regardless of the number of children involved in any visit; and
- 2) for visitation exchanges in the amount of \$120.00 monthly per family, regardless of the number of children involved in any exchange.

Contractor shall provide to the County any and all documentation which may be required to substantiate the billings for the services provided hereunder. In addition to the foregoing, Contractor shall submit a Monthly Billing Report to Family Court Services, El Paso County Domestic Relations Office, 500 E. San Antonio, Room LL-108, El Paso, Texas 79901 or electronically to [etelles@epcounty.com](mailto:etelles@epcounty.com). The Monthly Billing Report shall be submitted by Contractor no later than the fifth (5<sup>th</sup>) business day of the month following the month during which services have been provided under the Family Protection Fund.

Contractor shall submit invoices evidencing the services provided herein and requests for authorized reimbursements on a monthly basis as part of the Monthly Contract Performance Reports. Contractor shall submit quarterly invoices evidencing

the services provided herein to the El Paso County Domestic Relations Office, 500 E. San Antonio, Room LL-108, El Paso, Texas 79901 or electronically to [etelles@epcounty.com](mailto:etelles@epcounty.com).

Upon termination of this Agreement, Contractor shall make all outstanding requests for reimbursement within 60 days of the expiration of this Agreement or they shall be waived.

County and Contractor hereby agree that Contractor shall provide services described in this Section with reimbursement for such services being provided not to exceed the total of \$20,000.00 during the initial agreement period of **October 1, 2012 to September 30, 2013**. In the event the agreement renews for the period **October 1, 2013 to September 30, 2014**, reimbursement shall not exceed the total amount \$20,000.00 for that contract year. This agreement is contingent upon and not binding upon the County, unless and until the County Auditor certifies that funds are available in the then current budget for the payment of the services provided herein pursuant to Tex. Local Gov. Code Section 111.093(c). The County shall have the right to audit records and review the financial status of the project and upon determination that unexpended funds will remain, shall at its sole option adjust the contract budget to reallocate such identified excess funds to other projects

#### **D. TERM AND TERMINATION**

Regardless of the date of execution, the effective date of this agreement shall be **October 1, 2012 and it shall end on September 30, 2013**. This agreement may be renewed by the parties on a year-to-year basis, not to exceed five (5) years, unless terminated by either party as provided herein.

Either party may terminate this agreement, with or without cause, upon 30 days notice to the other party.

This agreement may be terminated immediately by the County for cause pursuant to breach of any term of this Agreement.

In the event that the County terminates this agreement or, in lieu of termination, continues the agreement on the condition that certain breaches or defaults of said

contract be remedied within a period of reasonable time, the County shall reserve and retain the right to demand reimbursement of funds improperly requested by Contractor.

**E. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by and between the parties that Contractor is hired and engaged as an independent contractor and is not an officer, agent or employee of the County.

**F. PERFORMANCE; SITE INSPECTIONS**

The County shall have the right to monitor performance of the contract on a periodic basis to assure compliance with the provisions of this agreement. The Contractor will provide assistance and information needed by the County in monitoring and evaluating the performance of the Contractor in all areas of accountability.

The County may visit the Contractor's premises at any time for the purpose of verifying that the Contractor is in compliance with the terms of this agreement. Requests for such visits by the County shall be made for the purposes of auditing, monitoring, or evaluating this program.

**G. NOTICES**

All notices, communications and reports under this agreement, including change of address of the Parties, shall be either hand-delivered, or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below. Delivery shall be complete upon receipt.

COUNTY: Veronica Escobar  
County Judge  
Room 301, County Courthouse  
500 E. San Antonio  
El Paso, Texas 79901

With a copy to  
COUNTY AUDITOR: Edward Dion  
El Paso County Auditor  
Room 406



800 East Overland  
El Paso, Texas 79901

CONTRACTOR: Kevin Pearson  
President and CEO  
YMCA  
808 Montana Avenue  
El Paso, Texas 79902

**H. INDEMNIFICATION**

The County shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this agreement. The Contractor expressly agrees to indemnify and hold harmless the County from any and all liabilities and obligations incurred due to its negligence, any actions outside its scope of authority, any of its negligent acts or any omission to act, any breach of contract, or other actions of the Contractor, its officers, agents, employees, or subcontractors.

**I. LIABILITY INSURANCE**

The Contractor shall file a Certificate of Liability Insurance that is satisfactory to the County from an insurance company licensed to do business in Texas, which refers to this Agreement by date, certifying that such insurance coverage is in effect and naming Contractor as the insured and the County of El Paso as an additional insured. Minimum coverage provided by such policy shall be \$100,000 for each person and \$300,000 for each occurrence for bodily injury or death and \$100,000 per occurrence for damage to property. Such policy shall contain a provision that it shall not be canceled without notice to the County of El Paso.

**J. COVENANTS**

(1) **NO ASSIGNMENT**

Contractor shall not assign, delegate, or attempt to so convey an interest in this agreement. In the event Contractor does attempt to so convey an interest in this agreement, said agreement shall be terminable, at the discretion of the County, without notice to Contractor.

(2) **COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable federal, state, and local law, ordinances, codes, and regulations. Failure to do so in any manner that materially impairs the quality of performance hereunder, or affects the administration of the program provided hereunder shall constitute a material breach of this agreement.

(3) PROHIBITED ACTS

Contractor covenants during this agreement period that: (a) Conflict of Interest: It has had no interest in, and shall not acquire any interest, direct or indirect, in any contract or subcontract that will conflict in any manner or degree with the performance of the services performed under this agreement. Any violation of this paragraph, with knowledge express or implied, by the Contractor shall render this agreement voidable by the El Paso Commissioners Court and shall entitle the County to appropriate reimbursement; (b) Discrimination: No person in the United States has been or will be, on the grounds of race, creed, color, national origin or sex, excluded from participation in, denied the benefits of, or subject to discrimination under, any program or activity funded in whole or in part with funds made available to the Contractor pursuant to the terms of this agreement; (c) Discriminatory Criteria: Contractor may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, creed, color, national origin, or of defeating or substantially impairing accomplishment of the objects of programs funded pursuant to this contract with respect to individuals of a particular race, color, national origin, creed or sex; (d) Prohibited Interests: No member, officer, or employee of the Contractor, or its designees or agents, or members of Commissioners Court, and no other public official of the County of El Paso who exercises any functions or responsibilities with respect to the program during his or her tenure or for one (1) year thereafter, has had any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work performed in connection with the program assisted under this agreement.

(4) NON-RELIGIOUS ACTIVITIES

The Contractor will provide the stated services in a manner that is exclusively non-religious in nature and scope. There will be no religious services, proselytizing, instruction, or any other religious influences in connection with the stated services.

(5) SUBCONTRACTORS

None of the services covered by this agreement shall be subcontracted without the prior written consent of the County. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them.

**K. ENTIRE AGREEMENT**

This agreement constitutes and expresses the entire agreement of the parties hereto in reference to the services of the Contractor for the County and in reference to any of the matters herein provided for or herein discussed or mentioned in reference to the providing of all such services, promises, representations, and understandings relative hereto being herein merged.

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

COUNTY OF EL PASO

\_\_\_\_\_  
County Clerk Delia Briones

By \_\_\_\_\_  
County Judge Veronica Escobar

APPROVED AS TO FORM

YMCA of El Paso and Rio Grande Valley

\_\_\_\_\_  
Assistant County Attorney

By \_\_\_\_\_  
Kevin Pearson  
Executive Director

APPROVED AS TO FORM

\_\_\_\_\_  
Domestic Relations Office

EXHIBIT A

IN THE DISTRICT COURT OF EL PASO COUNTY, TEXAS
\_ th JUDICIAL DISTRICT

v. Cause No.
IN THE INTEREST OF:
Child/ren

REFERRAL FOR SUPERVISED VISITATION OR EXCHANGES

Temporary Order
Final Order

The Court finds that supervised visitation/exchange services are in the best interests of the child/ren the subject of this suit. IT IS THEREFORE ORDERED that the parties be and are hereby referred to the YMCA Supervised Visitation and Safe Exchange Program, 5509 Will Ruth, El Paso Texas, 79924 (915) 755-9622 for the following services:

- Monitored exchanges (\$120.00 Monthly Fee), beginning
Supervised visitation as scheduled by YMCA (\$150 for 4 hours of supervised visitation); the noncustodial parent shall be scheduled to exercise a minimum of visits per month, beginning and each visitation period shall be for minutes/hours.

IT IS ORDERED that Petitioner shall pay % and Respondent shall pay % of any fees charged for access facilitation services.

IT IS ORDERED that the parties shall report to the YMCA Supervised Visitation and Safe Exchange Program, 5509 Will Ruth, El Paso, Texas 79924, 915-755-9622 within three (3) business days for assessment and/or referral and shall cooperate fully with the YMCA staff. IT IS ORDERED that the parties shall comply with all policies of the visitation center to which they are referred. IT IS ORDERED that the El Paso County Domestic Relations Office shall report any noncompliance of the parties to the Court. IT IS ORDERED that all fees herein shall be enforceable as additional child support.

FAILURE OF THE PARTIES TO COMPLY WITH THESE ORDERS MAY RESULT IN SUSPENSION OF SERVICES, AND/OR ENFORCEMENT BY CONTEMPT OF COURT.

SIGNED this day of , 20.

PRESIDING JUDGE/ASSOCIATE JUDGE

Approved as to form only:

Attorney for Petitioner

Attorney for Respondent

Petitioner

Respondent

Address:

Address:

City: State:

City: State:

Phone:

Phone:

Next Court date: @ a.m./p.m.

Persons allowed or prohibited to be present for visits/exchanges:

EXHIBIT B

**YMCA CENTER OF EL PASO**  
**COURT ORDERED SUPERVISED VISITATION AND VISITATION EXCHANGE**  
**SERVICES**

PERFORMANCE MEASURES REPORT AND  
 REIMBURSEMENT REQUEST

FOR THE QUARTER BEGINNING \_\_\_\_\_, \_\_\_\_\_ AND ENDING \_\_\_\_\_, \_\_\_\_\_

**PERFORMANCE ATTAINMENT – CLIENTS SERVED**

DATE	NO. OF Supervised Visits or Exchanges	PROGRAM DESCRIPTION
		Supervised Visitation Services provided to
		Visitation Exchange Services provided to

**REIMBURSEMENT REQUEST:**

Supervised Visitation Services \_\_\_\_\_ Visits  
 @ \$75.00/family/month = \$ \_\_\_\_\_

Visitation Exchange Services \_\_\_\_\_ Exchanges  
 @ \$120.00 per family/ month = \$ \_\_\_\_\_

TOTAL REIMBURSEMENT REQUEST FOR THE PERIOD \$ \_\_\_\_\_

**EXHIBIT C**

**PROTECTIVE ORDER**

**IN THE \_\_\_\_\_ JUDICIAL DISTRICT COURT**

**EL PASO COUNTY, TEXAS**

FOR THE PROTECTION OF:

\_\_\_\_\_  
APPLICANT

v.

\_\_\_\_\_  
RESPONDENT

§  
§  
§  
§  
§  
§  
§  
§

**CAUSE NO.** \_\_\_\_\_

**PROTECTIVE ORDER**

ON THE \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, came on to be heard the above styled and numbered Application for a Protective Order pursuant to Title 4, Tex. Fam. Code Ann. (Vernon 1997 & Supp. 1999).

**APPEARANCES**

**APPLICANT**, hereinafter referred to as "Applicant", appeared in person and with Assistant County Attorney and **RESPONDENT**, hereinafter referred to as "Respondent" appeared:

- \_\_\_\_\_ in person
- \_\_\_\_\_ with attorney of record
- \_\_\_\_\_ having been duly cited did not appear and wholly made default.

A record of the testimony was made by \_\_\_\_\_.

**JURISDICTION**

The Court, having read the pleadings, and heard the evidence and argument of counsel, finds that all necessary prerequisites of the law have been satisfied and that this Court has jurisdiction over the parties and subject matter of this cause.

**FINDINGS AND ORDERS**

[ ] The Court further finds that the parties have agreed, as evidenced by their signatures and subject to approval by the Court to the terms set out below, that such terms of the protective order are in the best interest of the applicant, the family or household, or a member of the family or household; and that such agreement shall be made a part of this Protective Order.

[ ] The Court finds that family violence, as defined by Section 71.004, Family Code, has occurred.

[ ] The Court finds that family violence, as defined by Section 71.004, Family Code, is likely to occur again in the future. The Court further finds that the following Protective Orders are necessary for the protection of the family and are in the best interest of the parties and of the other members of the family or household.

**IT IS THEREFORE ORDERED** that Applicant's request for a Protective Order is hereby:

\_\_\_\_\_ **granted** until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, unless **RESPONDENT** is confined or imprisoned on this day, in which case the Protective Order shall expire on the first anniversary of the date **RESPONDENT** is released from prison, pursuant to Tex. Fam. Code Ann. § 85.025(c) (Vernon Supp. 1999).

\_\_\_\_\_ **denied.**

**IT IS ORDERED** that, pursuant to Tex. Fam. Code Ann. § 85.022(b) (Vernon 1997), **RESPONDENT** is **PROHIBITED** from doing the following:

- (1) Committing acts of family violence;
- (2) Communicating:
  - (a) directly with **APPLICANT** or a member of the family or household of a person protected by an order, in a threatening or harassing manner;
  - (b) a threat through any person to **APPLICANT** or a member of the family or household of a person protected by an order; and
- (3) Going within 200 yards of the residence or place of employment or business of **APPLICANT** or a member of the family or household of **APPLICANT**, except for exchange of the child for any period of possession granted herein, such addresses currently being the following:

**APPLICANT'S ADDRESSES**

- (4) Engaging in conduct directed specifically toward **APPLICANT** or a member of the family or household of **APPLICANT**, including following the person, that is reasonably likely to harass, annoy, alarm, abuse, torment, or embarrass the person.

The Court **ORDERS** that should **RESPONDENT** possess a license(s) to carry a concealed handgun it be suspended immediately, pursuant to Tex. Fam. Code Ann. § 85.022(d) (Vernon Supp. 1999).

**ADDITIONAL ORDERS FOR THE PROTECTION OF THE FAMILY AND/OR HOUSEHOLD**

**IT IS FURTHER ORDERED** that, pursuant Tex. Fam. Code Ann. § 85.021 (Vernon 1997), **RESPONDENT** is prohibited from:

- (1) Removing the child named below from **APPLICANT**'s possession, or removing him from El Paso County, Texas, except for any period of possession granted herein:

<u>CHILD</u> CHILD'S NAME	<u>DATE OF BIRTH</u> DOB	<u>SOCIAL SECURITY NO.</u> UNKNOWN
------------------------------	-----------------------------	---------------------------------------

- (2) Transferring, encumbering or otherwise disposing of property mutually owned or leased by the parties, except in the ordinary course of business.

**IT IS ORDERED** that **APPLICANT** is granted exclusive use and possession of the residence located at **APPLICANT'S ADDRESS**.

**IT IS ORDERED** that **APPLICANT** is granted exclusive use and possession of the following property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IT IS FURTHER ORDERED** that **RESPONDENT** is allowed to retrieve the foregoing property on the following date and time:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ORDERS FOR POSSESSION OF CHILDREN, CHILD SUPPORT AND/OR VISITATION**

**IT IS ORDERED** that **APPLICANT** is granted exclusive possession of the child. **IT IS ORDERED** that **RESPONDENT** is granted possession of and access to the child as follows:

\_\_\_\_\_ **RESPONDENT SHALL HAVE NO VISITATION AT THIS TIME.**

\_\_\_\_\_ **VISITATION WILL BE BY AGREEMENT. FAILING AN AGREEMENT, THE STANDARD VISITATION FOR CHILD UNDER/OVER THREE (3) YEARS OF AGE WILL APPLY. A COPY OF THE STANDARD POSSESSION ORDER IS ATTACHED HERETO AS EXHIBIT A, AND IS INCORPORATED HEREIN, AS IF FULLY SET FORTH.**

Visitation will be as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Visitation/exchange is to be supervised/conducted at: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **VISITATION WILL BE PURSUANT TO THE DIVORCE DECREE/ATTORNEY GENERAL'S ORDER, IN CAUSE NUMBER \_\_\_\_\_, WHICH IS INCORPORATED HEREIN AS IF FULLY SET FORTH.**

\_\_\_\_\_ **CHILD SUPPORT WILL BE PURSUANT TO THE DIVORCE DECREE/ATTORNEY GENERAL'S ORDER, IN CAUSE NUMBER \_\_\_\_\_, WHICH IS INCORPORATED HEREIN AS IF FULLY SET FORTH.**



**RESPONDENT** is **ORDERED** to pay **APPLICANT** for the support of the child \$ \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and like payments on the \_\_\_\_\_ day of each \_\_\_\_\_ thereafter until further orders of the Court.

**IT IS ORDERED** that all payments shall be made through the State Disbursement Unit, P.O. Box 659791, San Antonio, Texas 78265-9791 (1-800-252-8014), and thereafter remitted to **APPLICANT**. **IT IS ORDERED** that **RESPONDENT** shall pay the sum every week / bi-weekly / semi-monthly / payday / month as child support, until Respondent's Employer withholds earnings for child support, if applicable.

**IT IS ORDERED** that health insurance shall be provided for the child as follows:

1. **RESPONDENT's** Responsibility-- It is the intent and purpose of this order that **RESPONDENT** shall, at all times, provide and pay for health insurance for the child. **IT IS THEREFORE ORDERED** that, as additional child support, **RESPONDENT** shall provide health insurance for the parties' child through (a) coverage available through **RESPONDENT's** employment, (b) coverage through **APPLICANT's** employment, (c) the purchase and maintenance of health insurance coverage as set out below, or (d) conversion (at a later date) of health insurance covering the child.
2. **Definitions-- "Health insurance"** means insurance coverage that provides basic health-care services, including usual physician services, office visits, hospitalization, and laboratory, X-ray, and emergency services and may be provided through a health maintenance organization or other private or public organization.  
**"Through employment"** means through the party's employment or membership in a union, trade association, or other organization.
3. **RESPONDENT** to Purchase Insurance-- **IT IS ORDERED THAT RESPONDENT** shall purchase and maintain, at his/her sole cost and expense, health insurance coverage for the child no later than seven (7) days following the Court's signing of this order.

Insurance through **RESPONDENT's** Employment-- **IT IS ORDERED** that, if health insurance is available for the child through **RESPONDENT's** employment, **RESPONDENT** shall, at his/her sole cost and expense, keep and maintain at all times in full force and effect the health insurance coverage that now insures the parties child through **RESPONDENT's** employer, or through such health insurance plan as is available through other employment or other insurance provider.

**RESPONDENT** is **ORDERED** to pay **APPLICANT** for spousal support \$ \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and like payments on the \_\_\_\_\_ day of each \_\_\_\_\_ thereafter.

#### **ORDERS FOR COUNSELING AND/OR EVALUATION**

The Court finds that the following orders are in the best interests of the members of the family or household:

\_\_\_\_\_ **IT IS ORDERED** that **RESPONDENT** shall enroll in the **EL PASO CENTER AGAINST FAMILY VIOLENCE B.I.P.P. PROGRAM, 3800 N. Piedras, Suite C, El Paso, Texas (915)562-0077**, within:

\_\_\_\_\_ sixty (60) days of the date of this order;  
\_\_\_\_\_ sixty (60) days of Respondent's release from jail.

ADDITIONALLY, **IT IS ORDERED** that **RESPONDENT** shall complete family violence counseling within:

\_\_\_\_\_ one hundred and eighty-two (182) days of the date of this order;  
\_\_\_\_\_ one hundred and eighty-two (182) days of Respondent's release from jail.

\_\_\_\_\_ **IT IS ORDERED** that **RESPONDENT** shall enroll in the **ALCOHOL AND DRUG EDUCATIONAL SERVICES, 1401 Montana Ave., Suite L, El Paso, Texas (915)351-6832;**

\_\_\_\_\_ for Anger Management Classes;  
\_\_\_\_\_ for Drug/Alcohol Assessment, **within:**

\_\_\_\_\_ sixty (60) days of the date of this order;  
\_\_\_\_\_ sixty (60) days of Respondent's release from jail.

ADDITIONALLY, **IT IS ORDERED** that **RESPONDENT** shall comply with all services within:

\_\_\_\_\_ one hundred and eighty-two (182) days of the date of this order;  
\_\_\_\_\_ one hundred and eighty-two (182) days of Respondent's release from jail.

**RESPONDENT IS ORDERED** to file with the court an affidavit before the **60<sup>th</sup> day** after the date the order was rendered stating either that the Respondent has begun the counseling/program or that the counseling/program is not available within a reasonable distance from the Respondent's residence.

If **RESPONDENT** files an affidavit that he has begun the counseling/program, then **RESPONDENT IS FURTHER ORDERED** to file with the court before the date the protective order expires a statement that he has completed the program or counseling not later than the 30th day before the expiration date of the protective order or the 30th day before the 1st anniversary of the date the protective order is issued, whichever date is earlier. The affidavit must be accompanied by a letter, notice or certificate from the program or counselor that verifies the Respondent's completion of the program or counseling.

**ANY PERSON WHO FAILS TO COMPLY WITH THIS SECTION MAY BE PUNISHED FOR CONTEMPT OF COURT UNDER SECTION 21.002, GOVERNMENT CODE.**

**ORDER TO APPEAR**

Respondent, **RESPONDENT**, is ORDERED to appear to show compliance with the counseling provisions of this order before Judge \_\_\_\_\_, 500 E. San Antonio, Room \_\_\_\_\_, El Paso, Texas 79901, on \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. **IF YOU FAIL TO APPEAR FOR THIS HEARING AND YOU ARE NOT IN COMPLIANCE, A CAPIAS WILL BE ISSUED FOR YOUR ARREST AND YOU WILL BE BROUGHT BEFORE THIS COURT TO SHOW WHY YOU SHOULD NOT BE HELD IN CONTEMPT.**

**ORDERS FOR ATTORNEY'S FEES AND COSTS OF SUIT**

The Court finds that **RESPONDENT** should be assessed \$ \_\_\_\_\_ as reasonable attorney's fees for the services of the prosecuting attorney in this action. **IT IS ORDERED** that EL PASO COUNTY, TEXAS is hereby awarded judgment in the amount of \$ \_\_\_\_\_ for reasonable and necessary legal services rendered as provided in Tex. Fam. Code Ann. § 81.005 (Vernon 1997). Judgment is awarded against **RESPONDENT**, for which let execution issue. The amount collected under this judgment shall be paid to the credit of the county fund from which salaries of employees of the prosecuting attorney are paid or supplemented. **IT IS ORDERED** that Respondent shall satisfy such judgment no later than 5:00 p.m., by tendering the amount owed to the Office of the District Clerk of El Paso, 500 E. San Antonio, Room 103, El Paso, Texas 79901, within:

- \_\_\_\_\_ sixty (60) days of the date of this order;
- \_\_\_\_\_ sixty (60) days of Respondent's release from jail.

The Court further finds that **RESPONDENT** should be assessed court costs incurred in connection with this Protective Order as provided in Tex. Fam. Code Ann. § 81.003 (Vernon 1997). **IT IS THEREFORE ORDERED** that judgment is awarded in favor of EL PASO COUNTY, TEXAS and against **RESPONDENT** for the \$16.00 protective order fee, the standard fees charged by the clerk of the court in a general civil proceeding for the costs of service of the order, the costs of court and all other fees, charges or expenses incurred in connection with this protective order. **RESPONDENT** is to pay said costs by tendering the amount owed to the Office of the District Clerk of El Paso, 500 E. San Antonio, Room 103, El Paso, Texas 79901. **RESPONDENT** is advised that failure to pay these charges before the sixtieth (60th) day after the date this order is rendered will result in punishment for contempt of court as provided by Gov't. Code Ann. § 21.002 (Vernon 1988 & Supp. 1997).

**RESPONDENT was served with a copy of this document in open court on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

A copy of this order will be forwarded to the Chief of Police for the City of El Paso, Texas and the Sheriff of El Paso County, Texas as well as the Texas Department of Public Safety.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
ASSOCIATE JUDGE

\_\_\_\_\_  
JUDGE PRESIDING

**AGREED TO AS TO FORM AND SUBSTANCE:  
"I UNDERSTAND THAT I HAVE A RIGHT TO A DE NOVO HEARING BEFORE THE REFERRING COURT. I HEREBY VOLUNTARILY WAIVE THE RIGHT TO A DE NOVO HEARING."**

\_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
RESPONDENT

**APPROVED AS TO FORM ONLY:**

**JO ANNE BERNAL**  
El Paso County Attorney

By: \_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Attorney for Respondent

**WARNINGS**

**"A PERSON WHO VIOLATES THIS ORDER MAY BE PUNISHED FOR CONTEMPT OF COURT BY A FINE OF AS MUCH AS \$500 OR BY CONFINEMENT IN JAIL FOR AS LONG AS SIX MONTHS OR BOTH."**

**"NO PERSON, INCLUDING A PERSON WHO IS PROTECTED BY THIS ORDER, MAY GIVE PERMISSION TO ANYONE TO IGNORE OR VIOLATE ANY PROVISION OF THIS ORDER. DURING THE TIME IN WHICH THIS ORDER IS VALID, EVERY PROVISION OF THIS ORDER IS IN FULL FORCE AND EFFECT UNLESS A COURT CHANGES THE ORDER."**

**"A VIOLATION OF THIS ORDER BY COMMISSION OF AN ACT PROHIBITED BY THE ORDER MAY BE PUNISHABLE BY A FINE OF AS MUCH AS \$4,000 OR BY CONFINEMENT IN JAIL FOR AS LONG AS ONE (1) YEAR, OR BOTH. AN ACT THAT RESULTS IN FAMILY VIOLENCE MAY BE PROSECUTED AS A SEPARATE MISDEMEANOR OR FELONY OFFENSE. IF THE ACT IS PROSECUTED AS A SEPARATE FELONY OFFENSE, IT IS PUNISHABLE BY CONFINEMENT IN PRISON FOR AT LEAST TWO (2) YEARS."**

**"IT IS UNLAWFUL FOR ANY PERSON WHO IS SUBJECT TO A PROTECTIVE ORDER TO POSSESS A FIREARM OR AMMUNITION."**

**"IT IS UNLAWFUL FOR ANY PERSON, OTHER THAN A PEACE OFFICER AS DEFINED BY SECTION 1.07, PENAL CODE, ACTIVELY ENGAGED IN EMPLOYMENT AS A SWORN, FULL-TIME PAID EMPLOYEE OF A STATE AGENCY OR POLITICAL SUBDIVISION, WHO IS SUBJECT TO A PROTECTIVE ORDER TO POSSESS A FIREARM OR AMMUNITION. 18 U.S.C. SECTION 922(g)(8); SECTION 46.04, PENAL CODE."**

