

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**SECOND AMENDMENT TO EVER CHANGE YOUTH AND
FAMILY SERVICES, INC.
CONTRACT FOR RESIDENTIAL SERVICES**

In accordance with the provisions set forth herein, the County of El Paso on behalf of the Juvenile Probation Department and Ever Change Youth and Family Services Inc., a Texas non-profit corporation, d/b/a Ever Change Inc. hereinafter called Service Agency, agree as follows:

The parties now mutually agree to amend the Agreement for good and valuable consideration specified herein. All sections of the Agreement not specifically amended herein shall remain in full force and affect.

II. PAYMENT FOR SERVICES

- A. For and in consideration of the above-mentioned services, the County agrees to pay the Service Agency from current revenues available the following amounts:

<u>Service Level</u>	<u>Type of Facility</u>	<u>Daily Rates</u>
Secure	Post Adjudication/Behavior	\$88.00 per day

VI. TERM AND TERMINATION

- A. Regardless of date of execution this agreement shall be effective **April 1, 2008** and shall continue until **September 30, 2008**.
- B. JPD and Service Agency may mutually agree to terminate this Agreement at any time by giving 30 day written notice to terminate. Service Agency may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement without notice immediately in the event the Service Agency fails to comply with any provision of this agreement. Service Agency shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2008.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Anthony Cobos

Date

Approved as to form:

Ever Change Youth and Family
Services Inc.

Assistant County Attorney

Mr. Dan Ytuarte
President/CEO

Date

Approved as to content:

(Signer must have legal authority to
bind Corporation)

Alberto Alvarez, Jr.
Chief Juvenile Probation Officer

Date

COUNTY LEGAL REVIEW FORM

KK-08-119

Contract Description: Residential Treatment Services/JPD/Ever Change/Amend 2

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) Changed effective date to 4/1/08 (First Amend expired 3/31/08)**

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.

**Lee Shapleigh
Assistant County Attorney**

THE STATE OF TEXAS)
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COUNTY OF EL PASO)

**AMENDMENT TO EVER CHANGE YOUTH AND FAMILY SERVICES, INC.
CONTRACT FOR RESIDENTIAL SERVICES**

In accordance with the provisions set forth herein, the County of El Paso on behalf of the Juvenile Probation Department and Ever Change Youth and Family Services Inc., a Texas non-profit corporation, d/b/a Ever Change Inc. hereinafter called Service Agency, agree as follows:

The parties now mutually agree to amend the Agreement for good and valuable consideration specified herein. All sections of the Agreement not specifically amended herein shall remain in full force and affect.

II. PAYMENT FOR SERVICES

A. For and in consideration of the above-mentioned services, the County agrees to pay the Service Agency from current revenues available the following amounts:

<u>Service Level</u>	<u>Type of Facility</u>	<u>Daily Rates</u>
Secure	Post Adjudication/Behavior	\$88.00 per day

VI. TERM AND TERMINATION

- A. Regardless of date of execution this agreement shall be effective **September 1, 2006** and shall continue until **March 31, 2008**.
- B. JPD and Service Agency may mutually agree to terminate this Agreement at any time by giving 30 day written notice to terminate. Service Agency may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement without notice immediately in the event the Service Agency fails to comply with any provision of this agreement. Service Agency shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2007.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Anthony Cobos

Date

Approved as to form:

Ever Change Youth and Family Services Inc.

Assistant County Attorney

Mr. Irvin Still
President/CEO

Date

Approved as to content:

(Signer must have legal authority to bind Corporation)

Alberto Alvarez, Jr.
Chief Juvenile Probation Officer

Date

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**EVER CHANGE YOUTH AND FAMILY SERVICES, INC.
CONTRACT FOR RESIDENTIAL SERVICES**

In accordance with the provisions set forth herein, the County of El Paso on behalf of the Juvenile Probation Department and Ever Change Youth and Family Services Inc., a Texas non-profit corporation, d/b/a Ever Change Inc. hereinafter called Service Agency, agree as follows:

I. PROVISION OF SERVICES

The Service Agency shall provide the following professional services, for children placed for services by the El Paso County Juvenile Probation Department:

- A. The Service Provider will assist at the cost of the Service Provider in the transportation of the juveniles to the facility from El Paso County and to El Paso County from the facility.
- B. The Service Agency shall provide necessary residential services including, but not limited to, food, shelter, clothing and supervision;
- C. The Service Agency shall provide necessary counseling services including, but not limited to, individual, group and family/parental involvement;
- D. The Service Agency shall provide within the limits of state and federal law, access to a free appropriate public education and related services through the local public school district.
- E. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by the Service Agency.
- F. Each Client placed with the Service Agency shall have a written Child/Family Service Plan (CFSP), developed in concert with the client and mutually agreed upon by the appropriate Service Agency Staff and Supervising Juvenile Probation Officer prior to placement, identifying how the nine (9) domains pertains to the child.
- G. The CFSP shall be reviewed jointly by the appropriate Service Agency staff, the child and the Supervising Juvenile Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the client’s progress with modification of the CFSP being made when indicated.
 - 1. Service Agency shall assist in the completion of the Review of Child/Family Service Plan (Exhibit A) every ninety (90) days.
 - 2. The child’s progress shall be assessed on each identified goal(s) pertaining to the child within the nine (9) domains listed in (Exhibit A.)

3. **Outcome Measurement:** Service Agency warrants improvement in fifty percent (50%) or more of the identified goal(s) pertaining to the child, as measured by a positive rating (+1, +2, +3) on a six (6) point scale: (-2, -1, 0, +1, +2, +3) during the ninety (90) day monitoring period. To be measured as follows:

- (A) +3 Goal achieved and maintained
- (B) +2 Substantial improvement in behavior identified in the goal
- (C) +1 Some improvement in behavior identified in the goal
- (D) 0 No decline or improvement in behavior identified in the goal
- (E) -1 Some worsening in behavior identified in the goal
- (F) -2 Substantial worsening in behavior identified in the goal

As per 1 TAC § 351.13(e)(1)

4. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis (Exhibit B). **Failure to comply with this provision will result in withholding of payment.**

- H. The CFSP shall contain the reasons why the placement will benefit the client and specify behavior goals and objectives as they pertain to the nine (9) domains being sought for each client. Included shall be how the goals and objectives are to be achieved in the Service Agency placement.
- I. Copies of the original CFSP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- J. The Service Agency shall ensure that, before a child is permitted to participate in a furlough, home visit, or extended agency trip, a court order has been obtained from the 65th Judicial District Court approving the child's absence for the appropriate length of time.
- K. The Service Agency shall ensure that unless otherwise stipulated by the County, the child may visit freely with parent(s) and relatives at the home in accordance with established Service Agency policies.

The Service Agency shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the Program Specialist, and the Texas Department of Protective and Regulatory Services Abuse and Neglect Hotline 1-800-252-5400 or fax the information to 1-800-832-2090 and the Texas Juvenile Probation Commission Abuse and Neglect Hotline at 1-877-786-7263 or fax information to 1-512-424-6716.

- L. The Service Agency shall also ensure that all of their paid, volunteer and intern staff are trained to properly identify child physical, emotional, sexual abuse and neglect and to follow the appropriate reporting procedures to the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline 1-800-252-5400 or fax the information to 1-800-832-2090 and the Texas Juvenile Probation Commission Abuse and Neglect Hotline at 1-877-786-7263 or fax information to 1-512-424-6716

- M. If a child in placement at a Service Agency makes an unauthorized departure, becomes seriously ill, is involved in an accident of a serious nature, the Service Agency shall notify the child's Probation Officer and the Program Specialist immediately and ensure that the parents and proper authorities are notified, including the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline at 1-800-252-5400 or fax the information to 1-800-832-2090 and the Texas Juvenile Probation Commission Abuse and Neglect Hotline at 1-877-786-7263 or fax information to 1-512-424-6716 .
- N. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the El Paso County Juvenile Probation Department designated Transportation Officer without the express written consent of the County.
- O. Upon successful completion of the program, a Discharge Plan to include but not limited to school records, school withdrawal form and Community Improvement Program hours form, needs to be provided to the supervising probation officer at least fourteen (14) calendar days prior to the date of successful discharge. Should a juvenile be negatively discharged, a Discharge Plan to include but not limited to school records, school withdrawal form and Community Improvement Program hours form, must accompany the juvenile at the time of transport to the El Paso County Juvenile Detention Center. Failure to comply with this provision will result in withholding of payment.
- P. If the juvenile is currently prescribed medication and is discharged from the facility, the Service Agency will send enough of the medication to cover thirty (30) days or will send a new prescription with the juvenile. Failure to comply with this provision will result in withholding of payment.
- Q. Eligibility to Receive Payment on State Contracts.
- Under Texas Family Code § 231.006, the Service Agency certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certificate is inaccurate.
- R. The Service Agency shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph II.B. of this agreement. Service Agency shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Service Agency understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Agency further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Agency and the requirement to cooperate is included in any subcontract it awards.
1. Periodic Financial Reporting:
Service Agency shall provide semiannual, as well as, annual financial statements to include but are not limited to the following:

- a. Trial Balance, Balance Sheet, Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by Services Agency; or
 - b. Independent Audit or Review (prepared in accordance with GAAP) based on Service Agency's fiscal year. Service Agency shall provide the County certified copies of the most recent documents of any, or all listed above, within 90 days from the Service Agency's financial year-end.
- S. Service Agency certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.
- T. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, the County will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- U. The Service Agency is under no obligation to retain space for the client in an unauthorized departure situation. However, in no event shall the County pay for the days when clients were absent without authorization, but no space in the program was retained for such absent client(s) by the Service Agency. The County must be informed in writing if and for how long the Service Agency intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Agency intends to retain the space.
- V. Prior written authorization by the El Paso County Chief Juvenile Probation Officer, or his designee shall be obtained for any and all dental and medical services provided by the Service Agency. Exception to prior approval is hereby granted if it is medically determined that dental and/or medical services are required due to an emergency involving an immediate danger to the health and safety of the client. Dental and medical services shall be reimbursed by Texas Medicaid for eligible children in eligible settings. Should medical service not meet Medicaid eligibility the County of El Paso upon submission of an invoice for pre-authorized or emergency services, will reimburse the service provider.
- W. Service Agency understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation with those funds. Contractor 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. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- X.
 - 1. Service Agency shall submit claims on invoices bearing agency's letterhead not later than five (5) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Department's Fiscal Manager. Invoices not timely submitted shall not be paid. Letterhead shall contain an accurate mailing address and telephone number where

Service Agency can be reached during normal business hours. Service Agency shall provide a detailed monthly billing by site, probation officer and probationer. The bill shall further indicate the number and type of transactions generated by the probationer during the preceding month as supporting documentation to the Service Agency's billing.

2. Service Agency shall establish procedures to seek and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources as applicable for eligible children in eligible settings. Service Agency shall reduce the amount of invoice for the amount of reimbursement received from any and all state/federal or other sources as applicable. Services shall be reimbursed by state/federal or other sources for eligible children in eligible settings. Invoice for services timely billed to but denied by other funding sources may be submitted to the County in accordance with the requirements of this contract except that such invoices shall be submitted within 90 days from the date of service along with documentation of submission to and denial by the other funding source. Invoices not timely submitted shall not be paid.
3. This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Service Agency shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to JPD.

II. PAYMENT FOR SERVICES

- A. For and in consideration of the above-mentioned services, the County agrees to pay the Service Agency from current revenues available the following amounts:

<u>Service Level</u>	<u>Type of Facility</u>	<u>Daily Rates</u>
Secure	Post Adjudication/Behavior Modification	\$86.00 per day
Secure	Post Adjudication/Behavior Modification/ Drug Treatment	\$ 95.00 per day

B. PAYMENT PROCESS

The Juvenile Probation Department receives an invoice from the Service Agency pursuant to Paragraph I.X.1. The Juvenile Probation Department will verify the services performed by the Service Agency through the Juvenile Probation Department's purchase of service request. The Juvenile Probation Department will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check for the service provider. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Service Agency shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to paragraph I.R. of this agreement. The El Paso County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Service Agency. The County of El Paso shall make payments within thirty (30) days of receipt to County entity.

III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this contract and to review County client records. The examination and evaluation of the program will include unscheduled site visitations and observations of programs in operation.
- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, the State of Texas or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records.
- D. Record Retention:
Service Agency shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Service Agency must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.
- E. **Sanctions:** JPD shall conduct monitoring and evaluation of the performances of the Service Agency or any subcontractor rendered pursuant to the contract every six months through use of the Private Service Provider Contractual monitors and Evaluation Report. (Exhibit C.) JPD will notify the Service Agency in writing of any deficiencies noted during such monitoring and may initiate the withholding suspension or reduction of payments as appropriate, based upon such monitoring.
 - 1. As determined in the reasonable judgment of the Juvenile Probation Department, failure of the Service Agency to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Service Agency to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this contract and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments made pursuant to paragraph II B. Service Agency may be ineligible to receive future contracts.
 - 2. Service Agency warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Service Agency. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within thirty (30) days of execution of this agreement.

3. Service Agency shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months preceding the execution of this contract, as well as during the term of this agreement along with any results and/or findings related to the Service Agency conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Probation Commission, Texas Department of Family and Protective Services, FBI, etc.

IV. FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the Service agency, unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families or County clients for donations of clothing, personal articles and funds to assist in supporting a youth's rehabilitation.
- B. If a client is eligible for fiscal support from another state/federal agency or organization, the Service Agency shall ensure that the County is not charged for such fiscal support for which the client is otherwise eligible.

V. EQUAL OPPORTUNITY

- A. Contractor certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the American with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.
- B. Service Agency agrees that it will not engage in any religious indoctrination or require any of the children placed with the agency under this contract to participate in any religious activity. Service Agency further agrees that it will not impose any sanctions or deny any benefits to any children placed with the agency under this contract solely on account of the child's religious beliefs or because the child does not participate in religious activities. Service Agency further agrees that it will not engage in any activity with respect to the children placed with the agency under this contract that would constitute an establishment of religion or in any manner violate the rights of the children to religious freedom under the First Amendment of the United States Constitution.

VI. TERM AND TERMINATION

- A. Regardless of date of execution this agreement shall be effective **September 1, 2006** and shall continue until **October 31, 2007**.

D. Service Agency warrants that it and its individual providers are certified, approved or licensed by all Federal, State or local agencies or departments which have jurisdiction to regulate any activity performed in or by a child residential treatment facility. Proof of such certification, approval or license shall be provided to the El Paso County Juvenile Probation Department within ten (10) days of execution of this agreement.

IX. MISCELLANEOUS

A. Independent Contractor. Nothing in this contract shall be construed as creating the relationship of employer and employee between the County and the Service Agency. The Service Agency shall be deemed at all times to be an independent contractor.

B. Assignment. The Service Agency shall not sell, assign, convey or otherwise transfer any rights or obligations under this contract without prior written consent of the County.

C. Complete Agreement. This written contract expresses the entire agreement between the parties and shall not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2006.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Dolores Briones

Date

Approved as to form:

Ever Change Youth and Family Services Inc.

Assistant County Attorney

Mr. Irvin Still
President/CEO

Date
(Signer must have legal authority to bind Corporation)

Approved as to content:

Chief Juvenile Probation Officer

Date