

THE STATE OF TEXAS

COUNTY OF WEBB

Service Contract

THIS AGREEMENT is made effective the 1ST day of **April, 2015**, by and between **JUVENILE JUSTICE CENTER**, a department of WEBB COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter "Department") and **SOUTHWEST KEY PROGRAMS, INC.** (hereinafter "AGENCY") to service at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with an Agency to provide the services necessary to act as a provider of services for "Prevention and Early Intervention Services" for status offenders identified by the department (the "Clients") that are more specifically set forth hereinafter, and

WHEREAS, has agreed to provide the services hereinafter enumerated for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and

Agency agrees as follows:

1. Agency agrees to provide to Department and its Clients: the required Prevention and Early Intervention Program services which include, but are not limited to:
 - a) A mix of culturally competent services serving youth who are status offenders between the ages of 11-15 who display patterns of incorrigible/ungovernable, truant and or runaway behaviors who are not currently on formal probation but have been identified as Conduct Indicating Need for Supervision.
 - b) Program services lasting approximately 90 days.
 - c) Service delivery will include a combination of family centered, strength based, wrap around services which include assessments, service planning, outreach services, transportation, crisis and safety planning, care coordination, and discharge and transition planning.
 - d) Flexible Service Hours – flexible and non-traditional work schedule to ensure that services are available to families during evening and weekend times.
 - e) Caseworkers will maintain a caseload of 20 youth/families.
 - f) Assessments - The comprehensive assessment process will identify strengths/needs in multiple domains including: education, safety issues in the home and community, family, self, and psychosocial needs. In situations where there is a concern for runaway, a safety

and/or abuse a risk assessment will be completed that will identify existing risk and protective factors.

g) Youth and Family Service Planning- The Service Planning process will determine the appropriate mix of services and supports needed for the youth and family to be successful.

The Youth and Family Service Plan will address the following domains:

- Education
- Family
- Mental Health/Substance Abuse
- Medical
- Skills Development
- Legal
- Employment
- Other

h) Outreach and Engagement- Family Keys staff will work with the school, the municipal courts and the juvenile probation department to identify youth and families who could benefit from culturally competent outreach efforts to engage them in the educational system, and actively participate in the their child's behavioral and academic education.

i) Transportation- Youth and families will receive assistance with accessing free or low cost public transportation, as needed. Staff will transport the youth and family to school meetings, social service appointments, and court hearings, if no other options are available.

j) Level of Services –
Home Sessions

- Up to two (2) home family/youth sessions per week for the first two (2) weeks and phone contact as needed;
- One home family/youth sessions per week for the next eight (8) weeks and phone contact as needed; and
- Phone and face-to-face contact for the final two (2) weeks of service, as needed.

School Contacts

- Attendance checks daily via phone; and
- Attend and assist families in transporting to school based meetings, as needed.

k) Runaway Prevention and Reunification Programming -As needed, our staff will work with the families to create runaway prevention and reunification plans.

l) Crisis and Safety Planning - Crisis and safety plans will be developed with youth and families deemed at imminent risk based on the initial phone contact and face-to-face contact. The plans will be designed to ensure the stability of placement and/or services, identify potential safety strategies, and plan access to support in the event of a crisis.

- m) **Community Care Coordination - Southwest Key will be responsible for the management and continuity of care including the following:**
- 1) **Co-facilitating the development, review, and evaluation of the Youth and Family Service Plan based on the youth's and family's strengths-based assessment and culture;**
 - 2) **Locating and advocating for provision of services and resources needed by the youth And family, but that may not be currently available to the family;**
 - 3) **Linking youth and family to identified needed services in the educational setting and in the community;**
 - 4) **Checking with the youth and family to ensure that formal and informal support systems are functioning properly;**
 - 5) **Monitoring service needs and ensuring positive family, social, education, and health outcomes for enrolled youth;**
 - 6) **Coordination of case planning and services with all public and private community partners to ensure awareness of youth services, milestones, or discharges; and**
 - 7) **Empowering families to build upon their strengths and culture to develop new competencies. Identifying how strengths and family culture will be used to meet needs and reach goals.**
- n) **Discharge and Transition Planning - Discharge and Transition planning will address the status of the Youth and Family Service Plan goals.**
- o) **After Care Follow Up (post 30 days) - Family Keys staff will make telephone contact with the family within one month of discharge from the program to assess if any new needs have been identified and to assist with the provision of new referrals (as needed).**
- p) **Data Driven Programming – Tracking of outcomes and performance measures are required to ensure that the program is being effective. Comprehensive data management system is required to generate reports to measure selected target outcomes.**

All records, notes and/ or reports created by and relating to services provided under this Contract shall be retained for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from such records are resolved by a final unappealable determination of any applicable court or agrees to provide Department, The Texas Juvenile Justice Department, and their employees, attorneys, and/or independent auditors access to such books and/ or records to the extent permitted by any obligation of confidentiality between or among the Client and

2. If Agency represent that it employs "Licensed, Certified Personnel/ Staffing" licensed by the State of Texas or individually actively working toward licensure as a mental health professional and qualified to

perform and execute the services provided above. If any such license is suspended or revoked and Contractor fails, within a reasonable amount of time, to re-staff the position with "Licensed, Certified Personnel/ Staffing" licensed by the State of Texas and qualified to perform the services provided above, this Contract shall automatically be terminated as to such and shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Agency certified that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified want, loan or payment and acknowledgment that this Contract may be terminated if this certification is inaccurate.

3. Agency shall prepare, maintain, and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Justice Department. In addition, shall permit Department and Texas Juvenile Justice Department to auditor inspect records and reports, review services and/ or evaluate the performance of the services provided hereunder at any time. Agency shall provide reasonable access to all records, books, reports, and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Agency shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Agency and for Clients, patients and/or residents served by Agency.

5. As consideration for the above and forgoing, Agency shall submit a monthly billing statement to the Department (111 Camino Nuevo Road, Laredo, TX. 78043). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the schedule of fees. For and in consideration of the services and/ or deliverables provided under this agreement, subject to the limitations in the agreement, the Department agrees to pay Agency a flat monthly rate of \$7,469.16 for a maximum of 20 youth. Upon receipt of said statement, Department shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Webb County, Texas. Department will notify Agency when state funds are used to pay for services.

6. Agency must comply with all applicable Department and Webb County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Agency under this Contract. Notwithstanding the foregoing sentence, Agency represents and maintains that it is an independent Agency and is not an employee of Department, Webb County, Texas, or any thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Webb County, Texas. Agency agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation. Agency may, by written notice to Department effective upon mailing, terminate this Agreement in whole or in part in the event the Department fails to provide payment to the Agency as required by this Agreement.
8. Department hereby notified Agency that this Contract may be wholly or partially funded with state grant funds or local monies and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature or Webb County Juvenile Board.
9. Agency agrees to provide liability insurance covering its activities in providing the Services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the professional liability insurance insurer that such insurances is in full force and effect. In addition, Agency agrees to hold County harmless for any and all claims arising out of any activity conducted by Agency in providing services under this Contract.
10. Except as otherwise herein provided, Agency may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.
11. Term of contract will be for a period of one year (1) commencing upon Juvenile Board's Court final approval, and will automatically renew each year under the same terms and conditions unless Department or Agency provide 90 days written notification prior to the end of the term or renewal term that it will not renew the contract.
12. Agency agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
13. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulations, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Agency is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Agency. If required by the Texas Juvenile Justice Department, Department will complete and Agency will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Justice Department Private Service Provider Contractual Monitoring and Evaluation Report to monitor Agency's compliance with contractual requirements. If Agency fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Agency fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Agency.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same of any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Agency, and not otherwise.

17. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of this parties created hereunder are performable in Webb County, Texas. The parties hereby consent to personal jurisdiction in Webb County, Texas.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall in writing and shall either be (i) personally delivered against written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Department: **Webb County Juvenile Services**
 111 Camino Nuevo Rd.
 Laredo, TX 78043
 Attn: Melissa Mojica, Chief Probation Officer

If to Agency: **Southwest Key Programs, Inc.**
 6002 Jain Lane
 Austin, Texas 78721
 Attn: Rachel Luna, General Counsel

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed, at such time as it is deposited in the United States mail.

19. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

20. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

22. The execution and performance of this Contract by Department and Agency have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Agency in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

WEBB COUNTY JUVENILE JUSTICE CENTER

BY: _____ DATE: _____

Melissa Mojica, Chief Probation Dept., Webb County Juvenile Probation Department

AGENCY: SOUTHWEST KEY PROGRAMS, INC.

BY: _____ DATE: _____

Juan Jose Sanchez, President/ CEO