

state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

ARTICLE III SERVICES

3.01 Service Provider will perform the following educational services:

The services provided under this agreement include a blend of education, practice, communication, and reentry support.

1. In Person Workshops and Trainings

Workshops will introduce topics such as communication, self control, accountability, conflict navigation, future planning, and emotional literacy. Sessions will be interactive, youth centered, and grounded in real life situations rather than abstract instruction. Staff trainings may also be offered to reinforce a coaching culture and provide tools that support relationship based youth work. This section can be customized to meet specific needs of the department.

2. Supporting Documents and Learning Tools

All workshops and activities are supported by written materials such as worksheets, story prompts, action plans, reentry templates, and reflection tools. These documents allow youth to capture their thoughts, examine choices, and build habits they can carry into the community. Materials may be tailored to agency priorities.

3 Evaluations and Progress Measures

Youth progress will be assessed through written reflections, skill indicators, attendance tracking, and narrative summaries. Evaluations help measure changes in mindset, communication, decision making, and engagement. The department may add or refine preferred indicators.

4. Penpal Communication and Engagement

A structured letter based communication system will be offered to help maintain connection, encourage expression, and guide youth through weekly goals. This helps build trust and keeps youth anchored between sessions.

5. Peer Support Upon Release

Support will continue as youth transition back into the community. This includes personal check ins, goal clarification, grounding strategies, and help navigating early reentry barriers. Collaboration with probation staff will occur when beneficial.

6. Resource Navigation and Real World Connections

Youth will receive support connecting to jobs, education pathways, transportation solutions, housing options, and community partners. This work ensures that young people leave with direction rather than uncertainty and know where to turn for help.

ARTICLE IV EVALUATION CRITERIA

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

- A. Juvenile Justice shall evaluate Service Provider’s performance under this Agreement according to the following specific performance goals for Service Provider:**
 - 1. Equip adolescents with the skills necessary to become good citizens and to make a positive contribution to society.**
 - 2. Recognize adolescents have diverse needs.**
 - 3. Provide services for at-risk adolescents including assessments (pre & post)**
 - 4. Allow each agency to provide services within their area of expertise and scope of practice.**
 - 5. Facilitate adolescents return to their family, school and community upon completion of Residential Program.**
 - 6. Offer services to juveniles in the Brazoria County Juvenile Justice System.**

- B. Juvenile Justice shall additionally evaluate Service Provider by the following output measures:**
 - 1. Groups will be held 3 days on a weekly basis for 50 minutes each.**
 - 2. Juveniles will attend educational sessions in order to have a successful completion of the educational program.**

- C. Juvenile Justice shall further evaluate Service Provider by the following outcome measures:**

1. Juvenile will identify people, places and situations that hinder and negatively impact long-term success.
2. Juvenile will develop a Relapse Prevention Plan
3. Juvenile will complete successful discharge from Residential Program and transition back into their family, school, and community without further violations of probation or new charges.

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

4.03 (a) Service provider will notify in writing, 30 days prior, any changes in clinicians, therapist, counselors or any other mental health professional performing services relative to this contract with Juvenile Justice. Said Mental Health professionals will be approved by Juvenile Justice before beginning to perform mental health services for Juvenile Justice. Breach of this condition can result in termination of this contract.

4.04 Concerning absences or tardiness, the service provider shall contact the mental health therapist coordinator by phone (979- 864-1650) or by email (HortenciaM@brazoria-county.com) as early as possible, but no later than one hour prior to the service provider's scheduled time to render contract services. Confirmed altered times for services rendered shall be documented thru email. Rescheduling of appointments or acceptance of absences or tardiness does not alter the terms and conditions of the contract. Tardiness and absences affect the effectiveness of the program being offered to the juveniles; therefore, tardiness/absences, by the provider, whether or not excused/accepted are grounds for termination under Article XV of this contract.

ARTICLE V
COMPENSATION

5.01 For and in consideration for the above-mentioned services, Juvenile Justice agrees to pay Service Provider:

Educational Groups\$1500.00/month.

5.02 Service Provider agrees to reduce the amount of each invoice for services by that amount

received from other sources for said services. Reimbursement terms for contractors NOT serving clients); or

- 5.02 Service Provider must execute any and all statements, forms or invoices as required for Juvenile Justice to apply for any reimbursement available from third party sources.
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Justice Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Justice in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Justice in a timely manner.
- 5.04 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Justice Budget Manager. Service Provider will not contact other Juvenile Justice employees regarding any claims for payment. Budget Manager for Brazoria County Juvenile Justice Department, can be reached at (979)864-1210 or JillC@brazoria-county.com.
- 5.05 Service Provider agrees and understands that all financial obligations of Juvenile Justice provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI ACCOUNTABILITY

- 6.01 Service Provider agrees that it will permit Juvenile Justice to examine and evaluate its program of services provided under the terms of the Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall retain and make available to Juvenile Justice all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement 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 Juvenile Justice's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.

- 6.03 Service Provider understands that acceptance of 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. Service 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. Service 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 Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Justice, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law. Any breach of confidentiality may result in immediate termination of this contract.

ARTICLE VIII
DUTY TO REPORT

- 8.01 Allegations Occurring Inside the Juvenile System. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:
- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:

1. Local law enforcement agency and Brazoria County Juvenile Justice Department (not required for incidents reported by law enforcement); and
2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and

B. For allegations and incidents of sexual abuse or serious physical abuse:

1. Local law enforcement agency and Brazoria County Juvenile Justice Department immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to both entities. Brazoria County Juvenile Justice Department's telephone number is 979-864-1210.
2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and

8.02 Allegations Occurring Outside the Juvenile System. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

8.03 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with

reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.

- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental practitioner
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE IX

CRIMINAL HISTORY SEARCHES

- 9.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to juveniles in the facility or program. Prior to being granted access to juveniles in facilities or programs, Service Provider shall provide Juvenile Justice with documentation confirming that fingerprint-based searches of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas have been

completed within six months prior to the date of the most recent contract for services or of the automatic renewal date as set out in the prior section 2.01 above.

9.02 Service providers of juvenile justice facilities or juvenile justice programs licensed by the Texas Department of Family and Protective Services, Texas Department of State Health Services or other state agency are exempt from the requirement to provide documentation of criminal history searches for staff employed in the program or facility. Service providers that are individually licensed by the Texas Department of Family and Protective Services, Texas Department of State Health Services or other state agency are also exempt from the requirement to provide documentation of criminal history searches. Service Provider shall provide Juvenile Justice with documentation confirming that Service Provider's license is currently in good standing with the licensing entity and shall not provide services under this Agreement unless its license is in good standing.

9.03 Criminal history searches shall include the following:

- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.
- B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
- C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.

9.04 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of eight (8) years; or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.

9.05 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:

- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
- B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
- C. A current felony deferred adjudication, probation or parole;

- D. A misdemeanor conviction (other than one punishable by fine only) against the laws of this state, another state, or the United States within the past five (5) years;
 - E. A deferred adjudication for a misdemeanor (other than one punishable by fine only) against the laws of this state, another state, or the United States within the past five (5) years;
 - F. A current misdemeanor (other than one punishable by fine only) deferred adjudication, probation or parole; or
 - G. The requirement to register as a sex offender under the law of any state in which the offender may reside or has previously resided.
- 9.06 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to juveniles in a facility or program until at least one year have elapsed since the completion of any period of incarceration, community supervision, or parole.

Notwithstanding Section 9.06, no juvenile shall be housed at a facility at which a registered sex offender is an employee, intern, volunteer or contractor.

ARTICLE X
DISCLOSURE OF INFORMATION

- 10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Justice, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Justice:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
 - B. Any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program;

- C. Any arrest or current criminal indictment of any employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program;
 - D. Any finding of “Reason to Believe” by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator.
 - E. The identity of any of Service Provider’s employees, interns, volunteers, subcontractors, agents and/or consultants that have a disqualifying criminal history; and
 - F. The identity of any of Service Provider’s employees, interns, volunteers, subcontractors, agents and/or consultants that are required to register as a sex offender.
- 10.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Justice 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 Service Provider, prior to placement.

ARTICLE XI
EQUAL OPPORTUNITY

- 11.01 Service Provider agrees to 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, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XII
ASSIGNMENT & SUBCONTRACT

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

ARTICLE XIII
OFFICIALS NOT TO BENEFIT

- 13.01 No officer, employee or agent of Juvenile Justice and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV
DEFAULT

- 14.01 Juvenile Justice may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.
 - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days
 - D. Any breach of Articles VI, VIII, IX, OR X could result in immediate termination of this contract as well as subject the breaching party to any statutory penalties.
- 14.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Justice in the future, and may result in the refund of compensation received under this Agreement. Further, Provider may be subject to statutory penalties if default also violates state or federal statutes.

ARTICLE XV
TERMINATION

15.01 This Agreement may be terminated:

A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or

B. Upon expenditure of available funds.

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

ARTICLE XVI
WAIVER OF SUBROGATION

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

ARTICLE XVII
INDEMNIFICATION

17.01 It is further agreed that Service Provider will indemnify and hold harmless Brazoria County and Juvenile Justice against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Brazoria County and Juvenile Justice, if such, for any act(s) of commission or omission of Brazoria County's or Juvenile Justice's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

ARTICLE XVIII
SOVERIGN IMMUNITY

18.01 This Agreement is expressly made subject to Brazoria County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and

state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that Brazoria County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XIX
REPRESENTATIONS & WARRANTIES

19.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That it 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 Brazoria, or any political subdivision thereof;
- C. That it carries sufficient insurance to provide protection to Brazoria County and Juvenile Justice under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement, that, if requested, it will cause its insurance carrier to identify the Brazoria County Juvenile Justice Department as a certificate holder on its policy, and will add Brazoria County, the Brazoria County Juvenile Board and the Brazoria County Juvenile Justice Department as additional insureds on its policy;
- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice program will be properly trained to report allegations or incidents of abuse, neglect, exploitation, death or serious incidents involving a juvenile under the supervision of Juvenile Justice in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incident; and
- E. That, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with juveniles in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation and Notice to Employees Regarding Abuse, Neglect and Exploitation.*

ARTICLE XX
TEXAS LAW TO APPLY

20.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

ARTICLE XXI
VENUE

21.01 Exclusive venue for any litigation arising from this Agreement shall be in Brazoria County, Texas.

ARTICLE XXII
ADDITIONAL TERMS

22.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Justice policies and Texas Juvenile Justice Department standards pertinent to services provided under this Agreement.

22.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

22.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Justice. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Justice, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

22.04 When activities involved in the services provided for in this Contract produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form) or other copyrightable material, the Contractor may copyright such, but the Governor's Office of General Counsel and Criminal Justice reserves a royalty-free, nonexclusive and irrevocable license to produce, publish and use such materials and to authorize others to do so.

- 22.05 Independent Contractor. It is understood and agreed between the Parties that an independent contractor relationship is created by this Agreement. Neither Service Provider nor its employees are to be considered an agent or employee of the Juvenile Justice Department. Neither Service Provider nor its employees are entitled to any of the benefits that Juvenile Justice Department provides for its employees nor does the Juvenile Justice Department assume liability to any third party for any actions, inactions or deeds taken by Service Provider, its deputies, agents or employees in the performance of this Agreement.
- 22.06 Prohibition on Gratuities. Service Provider understands that the employees of Juvenile Justice Department or individuals acting as agents of Juvenile Justice Department are not authorized to receive any type of personal payment, reimbursement, compensation, gratuity or gift for services provided under this Agreement. Service Provider agrees that no employee or agent of Juvenile Justice Department has been or will be retained to solicit or secure this Agreement. Service Provider has not paid or agreed to pay and will not pay or agree to pay any employee or agent of Juvenile Justice Department any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the making of this Agreement with Juvenile Justice Department or as an inducement for entering into any Agreement with Juvenile Justice Department. The unauthorized offering or receipt of such payments may result in immediate termination of this Agreement.
- 22.07 Survives Agreement. Notwithstanding anything to the contrary, all requirements of this Agreement regarding confidentiality and record retention shall survive this Agreement
- 22.08 Should Juvenile implement health and safety measures in compliance with local, state, or federal guidelines/recommendations, service provider agrees to adhere to these measures. Non-adherence may be considered a breach of the agreement between Juvenile and service provider.
- 22.09 Should an event beyond the control of the service provider, including but not limited to events determined as Acts of God, a natural disaster, a state of Emergency/Disaster declared by national, state, or local officials, or pandemic created circumstances that make it impossible/reasonably impracticable for service provider to conduct in person services for a time period that will exceed five (5) business days, provider will utilize generally accepted industry standard methods to provide services.
- 22.10 Service Provider does hereby verify that the Service Provider named above, under the provisions of Government Code Chapter 2270:
1. Does not boycott Israel currently; and
 2. Will not boycott Israel during the term of the contract.
- Pursuant to Section 2270.01, Texas Government Code:

(1) "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.

(2) "Service Provider" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

ARTICLE XXIII LEGAL CONSTRUCTION

23.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIV PRIOR AGREEMENTS SUPERSEDED

24.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXV AMENDMENTS

25.01 No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless it is in writing, references this Agreement, is dated subsequent to the Effective Date of this Agreement, and is duly executed by authorized representatives of both Parties.

ARTICLE XXVI PREA

26.01 The Facility shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile Offenders.

Under PREA, the Facility shall make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA § 115.387 (e) and (f)]

The Facility shall be monitored, at their expense, once in every three-year auditing cycle and documentation of this audit including any non-compliance shall be given to Brazoria County Juvenile Justice Department. The Facility shall choose a monitor that meets all applicable PREA requirements and is pre-approved by Brazoria County Juvenile Justice Department.

Brazoria County Juvenile Justice Department may conduct their own audit, at any time, to determine the Facility's compliance with PREA standards. The Facility shall assist fully with any and all audits.

ON December 18, 2025, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

By: Kyle Teat
KYLE TEAT
Chief Juvenile Probation Officer

By: Dieter Cantu
Dieter Cantu
Juvenile Rights, LLC.

APPROVED AS TO LEGAL FORM:

By: Mary Shine
Mary Shine
Chief, Civil Division
Brazoria County District Attorney's Office
General Counsel
Brazoria County Juvenile Justice Department