STATE OF TEXAS) COUNTY OF EL PASO)

SEX OFFENDER TREATMENT

This agreement is entered into by and between the County of El Paso, on behalf of the Juvenile Probation Department, hereinafter known as "JPD" and **Norma W. Reed, d/b/a Reed & Associates**, hereinafter known as "Contractor".

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

Contractor shall perform the following services for the JPD:

1.01 Contractor shall provide sex offender treatment services for up to forty (40) juvenile probationers, as well as up to one hundred twenty (120) family members and significant others deemed appropriate by the El Paso County Juvenile Probation Department. Treatment length and cost will be determined for each juvenile. Treatment plan with individual juvenile's goals and objectives must be agreed upon in writing by provider and Juvenile Probation Officer, to include diagnosis, prognosis, expected length of treatment, and any concerns by either party.

1.01(1) Juvenile Sex Offender Evaluation and Assessment

The evaluation shall focus on strengths, the risks, and deficits of the juvenile with sexual behavior problems, as well as identifying factors from social and sexual history, which may contribute to sexual deviance. Evaluations provide the basis for the development of comprehensive treatment plans and should provide recommendations regarding the intensity of intervention specific treatment protocol needed, amenability to treatment, as well as the identified risk the juvenile with sexual behavior problems presents to the community. Psychological profiles cannot be used to prove or disprove an individual's propensity to act in a sexually deviant manner.

- 1. The assessment shall be age appropriate.
- 2. The assessment shall be sensitive to any cultural, language, ethnic, developmental, sexual orientation, gender, medical and/or educational issues that may arise during the evaluation.
- 3. The assessment shall be developmentally appropriate which includes social, cognitive, and educational levels.

- 4. The assessment shall determine the client's level of functioning appropriate treatment interventions, and facilitate the development of an individualized treatment plan. Assessments shall be individualized and reasonable efforts shall be made to acquire collateral information as well as the following information.
 - A. Criminal investigation records (only when child is adjudicated for the referred offense(s) and information may be redacted from the criminal investigation records to reflect the adjudicated offense(s));
 - B. intellectual and cognitive functioning;
 - C. mental status psychiatric history/hospitalization;
 - D. medical history and an exam by a medical professional to determine sexual development;
 - E. self destructive behaviors including self-mutilation and suicide attempts;
 - F. family origin and history/relationship history including exposure to domestic violence;
 - G. referral history
 - H. sex offender registration status;
 - I. history of violence and aggression;
 - J. history of school truancy, fire-setting, abuse of animals, and running away;
 - K. cognitive distortions;
 - L. impulse control;
 - M. trauma assessment (emotional, physical, sexual abuse);
 - N. social and educational competence;
 - O. substance abuse;

- P. sexual history including sexual development, sexuality and experimentation, gender identity issues, masturbatory practices, and fantasy consent; and
- Q. sexual deviant behavior-including a description of the offense behaviors, numbers of victims, gender and age of victims, frequency and duration of sexual contact, victim selection, access, grooming behaviors, use of threats, coercion or bribes to maintain victim silence, degree of force used before, during and/or after the sexual behavior, and deviant arousal patterns.
- R. Collateral Information. The treatment provider shall thoroughly review written documentation and collateral interviews. This involves gathering and reviewing information from all available and relevant sources concerning the juvenile and the victim, including:
 - 1. parent or guardian
 - 2. sibling;
 - 3. statements from the victims;
 - 4. school records;
 - 5. child protective services;
 - 6. previous treatment provider;
 - 7. mental health professional;
 - 8. The following may be provided from the supervising officer:
 - a. Petition to include only adjudicated offense;
 - b. Court Orders;
 - c. Pre-Disposition Reports;
 - d. Psychological/psychiatric evaluation when available.

- S. Use of Psychological Tests for purposes of assessment. Psychological tests have been described as a "critical dimension" to a comprehensive evaluation of juveniles. The primary domains required in the assessment of the juvenile are as follows:
 - 1. intellectual and neurological functioning;
 - 2. personality (for example: Jesness Inventory, MACI, Minnesota Multi-phasic Personality Inventory-MMPI for juveniles);
 - 3. psychopathology (for example: Piers Harris Children's Self Concept Scale, Hare Psychopathy Scale Youth Version);
 - 4. behavioral;
 - 5. sexual deviance; and
 - 6. co-morbidity.

2. SEX OFFENDER EVALUATION AND ASSESSMENT:

- 2.01 Contractor shall provide a typed, signed, and written sex offender evaluation and assessment to the Juvenile Probation Department Senior Probation Officer Kim Shumate or her designee within three (3) business days from the date of evaluation, whether Contractor is paid through CHIP or Medicaid, or any other source of Purchasing. Should JPD be the payment source for the sex offender assessment, then Contractor shall mail or hand-deliver a hard copy of the sex offender assessment to JPD's Accounting Unit within three (3) business days.
- 2.02 The Contractor must be available to communicate and staff cases with supervising Juvenile Probation Officer on a monthly basis at a time and place mutually agreed upon by all parties. Contractor shall provide a progress report monthly along with the billing (Exhibit "1"). A progress report may also be requested at anytime by the Probation Officer and/or the Court. The progress report shall identify progress or lack of progress based on clearly specified objective criteria, refusal or failure to attend or participate in treatment, failing to abide by the client's treatment plans and/or contracts, or any disclosures regarding violations of supervision shall be clearly documented in treatment records. An action plan shall be provided for any areas in which the juvenile is not progressing. This information shall be provided and communicated to the appropriate supervising Juvenile Probation Officer in the justice system according to the

- referring agency policy or pursuant to the court order. Failure to submit proper reports in a timely manner shall result in non-payment for services.
- 2.03 Individualized treatment plans should be designed and periodically reassessed and revised. Treatment plans should have specific treatment needs, treatment objectives, and required interventions. Treatment plans shall be provided to the Juvenile Probation Department within ten (10) calendar days of development. Plan shall be signed by the juvenile, juvenile's parent(s)/guardian(s) and treatment provider. Contractor shall review and explain plan to participants. (Exhibit "2")
- 2.04 Contractor must provide services in the language of literacy and understanding of the juvenile.
- 2.05 Typed progress reports should be discussed with the juvenile and parents. Progress "must be based on specific measureable objectives, observable changes and demonstrated ability to apply changes in current situation". Progress notes shall be signed by the juvenile, juvenile's parent/guardian and provider. All signatures must be original. Provider shall review notes with the juvenile and the juvenile's parent(s)/guardian(s). Said reports shall insure progress is in keeping with logic model incorporated herein and included in this agreement. (Exhibit "3")
- 2.06 Individual Discharge Summary shall be completed upon completion and/or discharge of services. A copy of the Discharge Plan shall be provided to the Juvenile Probation Department within three (3) calendar days of satisfactory or unsatisfactory discharge from treatment. Discharge plan shall include the juvenile's, juvenile's parent/guardian signature and signature of provider. All signatures shall be original signatures. Plan shall identify the type of discharge (successful/unsuccessful); goals and objectives met/unmet, the length of treatment, identified risks, follow-up care, services and recommendations, follow up evaluation/assessment scores/outcomes, as well as a recommendation regarding the need to register. (Exhibit "4")
- 2.07 Contractor may be called in to testify in a Court of Law.
- 2.08 Services shall only be provided to juveniles referred by the Juvenile Probation Department. Groups shall not be co-mingled with non Juvenile Probation Department referred youth.
- 2.09 Case staffing with family and Juvenile Probation Department personnel will be at no cost.

- 2.10 Costs to include all typed and signed documentation/reports to the Juvenile Probation Department.
- 2.11 The department shall not be financially responsible for missed appointments. Contractor shall request a new Purchase of Service for rescheduled appointments.
- 2.12 Said sex offender treatment services shall consist of individual sessions, group sessions as well as family sessions. All sessions will be conducted at 1310 Montana Avenue, El Paso, Texas 79902.
 - 2.12(1) Administrative expenses and communications with family, school, referral source, or other agencies is considered part of the cost per counseling hour and may not be billed as a separate cost. Services must be available as needed.
 - 2.12 (2) **Individual Sessions**-Must be performed directly by a licensed psychologist, Licensed Master Social Worker (LMSW), Licensed Clinical Social Worker(LCSW), Licensed Marriage & Family Therapist (LMFT) or Licensed Professional Counselor (LPC). These professionals shall be a Licensed Sex Offender Treatment Provider (LSOTP) or Provisional Sex Offender Treatment Providers (PSOTP). Each session shall be one hour.
 - 2.12(3) **Juvenile Group Sessions**-Non-Developmentally delaved Must be performed directly by a licensed psychologist, Licensed Master Social Worker (LMSW), Licensed Clinical Social Worker (LCSW), Licensed Marriage & Family Therapist (LMFT) or a Licensed Professional Counselor (LPC). These professionals shall be a Licensed Sex Offender Treatment Provider (LSOTP) or Provisional Sex Offender Treatment Provider (PSOTP). Groups should be age and gender appropriate. Administrative expenses and communications with family, school, referral source, or other agencies considered part of the cost per counseling hour and may not be billed as a separate cost. Services must be available as needed. (A group is a minimum of two (2) not to exceed (8) persons in-group and sessions must be 11/2 hours. Cost per counseling 11/2 hours).

2.12(4) **Juvenile Group Sessions**- Developmentally delayed

Must be performed directly by a licensed psychologist, Licensed Master Social Worker (LMSW), Licensed Clinical Social Worker (LCSW), Licensed Marriage & Family Therapist (LMFT) or a Licensed Professional Counselor (LPC). These professionals shall be a Licensed Sex Offender Treatment Provider (LSOTP) or Provisional Sex Offender Treatment Provider (PSOTP). Groups should be age and gender appropriate. Administrative expenses and communications with family, school, referral source, or other agencies considered part of the cost per counseling hour and may not be billed as a separate cost. Services must be available as needed. (A group is a minimum of two (2) not to exceed (8) persons in-group and sessions must be 1 hour. Cost per counseling 1 hour). Developmentally delayed youths shall be identified by the Juvenile Probation Department and/or identified through mutual agreement by the provider and the Juvenile **Probation Department.**

2.12(5)Parent Group Sessions-Must be performed directly by a licensed psychologist, Licensed Master Social Worker (LMSW), Licensed Clinical Social Worker (LCSW), Licensed Marriage & Family Therapist (LMFT) or a Licensed Professional Counselor (LPC). These professionals shall be a Licensed Sex Offender Treatment Provider (LSOTP) or Provisional Sex Offender Treatment Provider (PSOTP). Administrative expenses and communications with family, school, referral source, or other agencies considered part of the cost per counseling hour and may not be billed as a separate cost. Services must be available as needed. (Maximum of eight (8) pairs (1 or 2 parents/caregivers) in-group and sessions must be 11/2 hours. Cost per counseling 11/2 hours per pair). Parenting groups shall not be commingled with juveniles participating in treatment and/or siblings.

2.12(6) **Family Sessions**- Must be performed directly by a licensed psychologist, Licensed Master Social Worker (LMSW), Licensed Clinical Social Worker (LCSW), Licensed Marriage & Family Therapist (LMFT) or a Licensed Professional Counselor (LPC). These professionals shall be a Licensed Sex Offender

Treatment Provider (LSOTP) or Provisional Sex Offender Treatment Provider (PSOTP). Administrative expenses and communications with family, school, referral source, or other agencies considered part of the cost per counseling hour and may not be billed as a separate cost. Services must be available as needed. Each session shall be one hour per family. Family sessions shall be exclusive to the juvenile in treatment and his/her family members and/or guardian(s).

- 2.13 Contractor shall maintain proficiency in the following treatment methods generally accepted as the most important to the effective treatment of sexual deviancy: Arousal Control, Cognitive Therapy, Relapse Prevention, Victim Empathy, Increasing Social Competence, Improving Primary Relationships, Family Therapy, Support Systems, Co-morbid Diagnosis, Follow-up Treatment. Successful completion of the juvenile sex offender treatment program will be demonstrated by the juvenile's completion of written assignments that address treatment goals, or as outlined by the juvenile's treatment plan.
- 2.14 Submit claims on invoices bearing Contractor's letterhead not later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Department Fiscal Manager. Letterhead shall contain an accurate mailing address and telephone number where contractor can be reached during normal business hours. Contractor shall provide JPD with the respective Sign-In Sheets provided by JPD indicating Juvenile Group, Family, and Parent or Individual Counseling. (Exhibits "5", "6" and "7") For group sessions, contractor shall provide a list of the juvenile's original signature, the number of hours worked and cost per juvenile per hour. Contractor shall provide a list of original signatures of the juveniles and families attending the group session as supporting document to their billing. For individual sessions, contractor shall provide the juvenile's original signature, type of service provided, and the related cost.
 - 2.14(1) Contractor 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. Contractor 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. Invoices 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 with supporting documentation shall not be paid.

- 2.15 Contractor shall also provide one (1) hour class a minimum of four (4) times a year in coordination with the El Paso County Juvenile Probation Department's Training Coordinator. Contractor will explain the treatment process and the outcome of the sex offender treatment.
- 2.16 Contractor shall explain the assessment/evaluation process; objectives and goals of treatment, progress reporting and how recommendations are made.
- 2.17 Contractor shall ensure that within thirty (30) days of execution of contract, all of its paid and unpaid personnel who are required or allowed to provide services pursuant to this agreement will execute a Texas Law Enforcement Telecommunications System (TLETS)/National Crime Information Center (NCIC) records check, (Exhibits A-1, A-2 & A-3) in order to allow the Juvenile Probation Department to perform the criminal records and Sex Offender background check, as well as Sex Offender Background search through the Texas Department of Public Safety.
- 2.18 Contractor shall provide JPD's Training Coordinator with written documentation within thirty (30) days of execution of the contract, verifying receipt of **mandatory** training in the Texas Family Code §261.101 *Persons Required to Report; Time to Report.* This code deals with reporting child physical or mental health abuse or neglect. Contractor shall contact JPD Training Coordinator to request and arrange for the above training.
- 2.19 Contractor may be called to testify in a Court of Law.
- 2.20 Contractor shall submit a typed written comprehensive progress report to the Probation Officer assigned to the child/family, by the 10th day of each month separate and apart from the monthly billing statements. Payment for services shall <u>not</u> be made, pursuant to paragraph 2.25, until this report is received.

- 2.21 Under §231.006, Texas Family Code, the service provider 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. (Exhibit C) TJPC Child Support Affidavit
- 2.22 Maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called the Records.

2.22 (1) Record Retention:

Contractor 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 Contractor must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.

2.23 The Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph 2. of this agreement. Contractor shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Contractor 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. 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 the Contractor and the requirement to cooperate is included in any subcontract it awards.

2.23(1) Period Financial Reporting:

Contractor 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

Contractor; or

- b. Independent Audit or Review (prepared in accordance with GAAP) based on Contractor's fiscal year. Contractor shall provide the County certified copies of the most recent documents of any, or all listed above, within 90 days from the Contractor's financial year-end.
- 2.23(2) Contractor certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.
- 2.24 Contractor warrants that Contractor is certified, approved or licensed by all Federal, State or local agencies or department that have jurisdiction to regulate any activity performed by the Contractor. 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.
 - 2.24(1) Pursuant to Article 62.352(c)
 Contractor shall notify in writing by the 10th day following the juvenile's successful completion of treatment to:
 - a. the 65th District Court (Court Coordinator Isabel Carrasco (915) 546-2205) 500 E. San Antonio, Room 1105, El Paso, TX 79905; and
 - the Office of the County Attorney-Juvenile Prosecution Unit at (915) 546- 2082, Room 503, 500 E. San Antonio, El Paso, TX 79905
 - c. Contractor shall also provide a courtesy notice to the assigned juvenile probation officer of this notice.

2.25 SANCTIONS

JPD shall conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the Contract every six months through use of the Private Service Provider Contractual Monitors and Evaluation Report. **(Exhibit B)** JPD will notify the Contractor 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.

- 2.25 (1) As determined in the reasonable judgment of the Juvenile Probation Department, failure of Contractor to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Contractor 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 2.05. Contractor may be ineligible to receive future contracts.
- 2.25(2) Contractor 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 Contractor. 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.
- 2.25(3) Contractor shall permit either the JPD Contract Manager, JPD Supervising Personnel, or the assigned JPD Probation Officer to inspect and monitor contractor's program at any time deemed appropriate by JPD to ensure quality control of the contractor's program to include but not limited to appropriate number and category of group classes; appropriate contractor staff conducting services related to this agreement; as well as any other services or concerns requiring monitoring by JPD.
- 2.25(4) Contractor 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 agreement, as well as during the term of this agreement along with any results and/or findings related to the Contractor conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Probation Commission, Texas Department of Family and Protective Services or any other agency which may license or regulate the Contractor in the provision of these services.

2.26 Contractor shall insure that all files and records generated or created, pursuant to this contract containing individually, identifiable health information in electronic, paper, and oral form also known as protected health information (PHI), is maintained and or disseminated in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

3. **COMPENSATION:**

- 3.01 For and in consideration, Contractor shall be paid a flat fee of three hundred dollars (\$300.00) per each Evaluation and Assessment.
- 3.02 For and in consideration for the above stated services, Contractor shall be paid seventy dollars (\$70.00) per each one-hour Individual session.
- 3.03 Contractor shall be paid thirty dollars (\$30.00) per each one and one-half hour Juvenile Group session per juvenile.
- 3.04 Contractor shall be paid twenty-three dollars (\$23.00) per each one-hour Juvenile Group session per juvenile
- 3.05 Contractor shall be paid thirty dollars (\$30.00) per one and one-half hour Parent Group session for up to 2 parent/care services.
- 3.06 Contractor shall be paid seventy dollars (\$70.00) per each one-hour Family session.
- 3.07 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. Contractor 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.

4. PAYMENT PROCESS

The Juvenile Probation Department receives an invoice from the Contractor pursuant to Paragraph 2.14. The Juvenile Probation Department will verify the services performed by the Contractor 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". Contractor shall maintain separate accounting records for the receipt and expenditure of any and all state

funds received pursuant to paragraph 2.14 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 Contractor. The County of El Paso shall make payments within thirty (30) days of receipt of invoice.

5. TERM AND TERMINATION:

Term: This agreement shall be effective on February 1, 2008 and

shall continue until January 31, 2009. This agreement may be renewed for up to two (2) one year renewal options upon mutual written notice of the parties to this agreement prior to the expiration of the initial term or subsequent first renewal

period.

Termination: Contractor 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 Contractor fails to comply with any provision of this agreement. Contractor shall cease to incur costs associated with this agreement upon termination or receipt of written

notice to terminate, whichever occurs first.

Notice Shall Be Mailed To JPD: Alberto Alvarez, Jr.

Chief Juvenile Probation Officer

6400 Delta Drive

El Paso, Texas 79905-5408

To Contractor: Norma W. Reed, LCSW, LSOTP

d/b/a Reed & Associates 1310 Montana Avenue El Paso, Texas 79902-5531

6. INDEPENDENT CONTRACTOR:

Nothing contained herein shall be construed as creating the relationship of employer and employee between the County and the Contractor. The Contractor shall be deemed at all times to be an independent contractor.

7. ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of El Paso County.

8. **VENUE**:

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in El Paso County, Texas. Venue for any legal proceedings shall be in El Paso County, Texas.

9. <u>INDEMNIFICATION:</u>

Contractor shall defend, indemnify and hold harmless El Paso County, its officers, agents and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional act or omission of Contractor, its agents, employees, or subcontractors. Contractor shall pay any and all damages assessed against El Paso County, its officers, agents or employees, arising out of such negligence or intentional acts.

Contractor shall maintain at Contractor's own expense, Professional Liability Insurance with a policy limit of not less than \$300,000.00. Such policy shall be with an insurance company licensed to do business in Texas and shall be satisfactory to the County. All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advance written notice of any lapse, amendment or cancellation.

10. AGREEMENT:

This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

11. ENFORCEMENT:

In the event that any portion of this agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

12. NON-DISCRIMINATION AND EQUAL OPPORTUNITY:

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 Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

ATTEST:	THE COUNTY OF EL PASO:		
County Clerk	By: Hon. Anthony Cobos		
·	County Judge		
Date	Date		
APPROVED AS TO FORM:			
Assistant County Attorney	Date		
APPROVED AS TO CONTENT:	CONTRACTOR:		
Alberto Alvarez Jr., Chief Juvenile Probation Officer	Norma W. Reed, LCSW, LSOTF d/b/a Reed & Associates		
Date	Date		
	(Signer must have legal authority to bind contract)		

COUNTY LEGAL REVIEW FORM

KK-08-075

Contract Description: Sex Offender Treatment/JPD/Norma Reed/08

COUNTY ATTORNEY ACTION**

""Request	ted Amendments/Clarifications: we assume you have submitted any
questions	or comments you have regarding the terms of the contract, as well as
any specif	fic provisions to which you object, or which you want to have changed.
, ,	
X	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.

Lee Shapleigh Assistant County Attorney

DO NOT ALTER OR CHANGE THIS FORM

SEXUALLY ABUSIVE YOUTH MONTHLY PROGRESS REPORT

Report Period:	Assessment	Date:	Treatment Start I	Date
Juvenile's Name:		_ DOB:	JPO:	
Program:	Therap	oist:	Phone	:
1. Attendance:				
Groups:	Recommended	Attended	Missed	
Individual:	Recommended		Missed	
Family	Recommended	Attended	Missed	
Parent's group attended	by:			
Explanation of missed se	essions:			
2. Treatment Progress:				
Completed Assignment:		Vhich is	of	
Daily Logs are up-to-dat	te: Yes	No		
If not, why not and iden	tify plan to rectify the situati	<u>on:</u>		
If updated identify goals	met and future objectives/g	oals:		
	outh this report period that i		C	-
Alcohol		Yes	No	Unknown
Around younger childre	n or potential victims	Yes		Unknown
Depressed mood		Yes	No	Unknown
Change in school perfor	mance	Yes	No	Unknown
Change in health		Yes	No	Unknown
Family Conflict		Yes	No	Unknown
Curfew violation		Yes	No	Unknown
Exposure to Pornograph	•	Yes	No	Unknown
Revealed additional vict		Yes	No	Unknown
Missing appointments/la	_	Yes	No	Unknown
•	probation outside of treatmen	nt Yes	No	Unknown
Change in motivation or	participation	Yes	No	Unknown
Behavioral problems in	School	Yes	No	Unknown
Any yes response requir	es a brief synopsis of the ever	nt and plan to add	lress the identified issu	e(s):

- Exhibit "1" -----

DO NOT ALTER OR CHANGE THIS FORM

4. Treatment goals for this month, listed in order of priority	
Accepting Responsibility Victim Empathy	Factors related to commission of SO Relapse prevention
Other:	<u> </u>
5. Youth's overall progress toward all goal completion:	
1. No Progress 2. Minimal 3. Working on Goals	4. Some Goal completion 5. Goals completed
Synopsis of progress/lack of progress(explanation on how is accomplished):	_
6. Participation of family support system:	
1. Very Poor 2. Poor 3. Average	4.Good 5. Excellent
Specific comments about progress or lack of progress made problems encountered with follow –up plan. Summary of go	
Projected Completion Date (minimum month and year):	
7. Factors that impede overall progress:	
Intellectual/Academic	Lack of Parent(s) support
Oppositional/Defiant Psychological/Emotional Issues	Lack of youth motivation
Explanation on how are identified factors impeding progres	s and how they will be address in treatment:
8. Additional Information/resources needed from the treatm successful in his/her treatment:	nent team/JPD for the youth to be more
9. Other services recommended for the you and/or family w	ith justification:
Exhil	bit "1" ————

DO NOT ALTER OR CHANGE THIS FORM Date: Therapist signature Date: Youth signature Date: Parent(s) signature Date: Guardian signature

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT Plan of Service

Name:	Admissions Date:
PID:	DOB:
JPO:	Projected Discharge Date:
Diagnosis & Presenting Problem(s):	
Axis I:	
Axis II:	
Axis III:	
Axis IV:	
Axis V:	
Presenting problem(s):	
I 7 1// E 7 0/ 4	
Juvenile and//or Family Strengths:	
	~
Possible Barriers to Treatment & Intervention	n Strategies:
-	
Presenting Problem 1:	
Treetment Coel 1.	
Treatment Goal 1:	
Intervention(s):	
Fraguency of carvice	
Frequency of service:	
Projected Completion Date:	

Exhibit "2"

Presenting Problem 2:
Treatment Goal 2:
Intervention(s):
Frequency of service:
Projected Completion Date:
Presenting Problem 3:
Treatment Goal 3:
Intervention(s):
Frequency of service:
Projected Completion Date:
Prognosis:
Resources:
Community Linkage:

Crisis Plan (identification of high risk situations/behaviors; alternate activities; emergency contacts and resources):



Signatures indicate participation in the development of this plan and receipt of a copy of the plan:

Youth:	Date:
Parent/Guardian:	Date:
Parent/Guardian:	Date:
Therapist:	Date:
JPO:	Date:
Caseworker:	
Other:	Date:
Other:	Date:

Exhibit "3"

LOGIC MODEL – SEX OFFENDER OUTPATIENT TREATMENT NORMA W. REED, d/b/a REED & ASSOCIATES

JPD Adjudicated Youths

1.1. Juvenile adjudicated for a

on community-based

supervision as an

placement.

2.3 Group

Services

reportable offense placed

alternative to out-of home

MAJOR PROGRAM COMPONENTS

2.1 JPD

Tο

Referral

LSOTP

PROGRAM ACTIVITIES

- 3.1a Sex Offender Treatment Provider completes sex offender assessment. Assessment forwarded to JPD within 3 business days from evaluation date. Assessment shall be age, developmentally, gender, and culturally appropriate. Assessments shall provide the basis for treatment planning and shall incorporate aspects outlined in the contract.
- 3.1b Initial Individualized treatment plan shall developed in conjunction with provider, juvenile, juvenile's parent(s) /quardian(s) and the JPD.
- 3.1c Identification and Initiation of services: weekly group session; monthly family individual and family sessions as outlined in treatment plan.

ON GOING SERVICES & ASSESSMENTS:

- 3.1d Monthly case review with assigned JPO to review case progress.
- 3.1e Reassessment of needs, risks, progress
- 3.1f Development of discharge and relapse plan.
- 3.1g Identification and referrals to community support services.

- 1.2. Adjudicated youths court ordered to attend sex offender treatment as a condition of probation.
- 1.3. Youths returned to community from sex offender specific placement in need of aftercare/follow up services

2.2 Individual Sessions And Family Sessions

- 3.2a LSOTP shall provided therapeutic services to approximately 40 juveniles and up to 120 family members.
- 3.2 b Individual sessions must be performed by a LSOTP/ASOTP and address issues outlined In the juvenile's treatment plan to include by not limited to treating sexual behavior problems, Sexually abusive behaviors, strategies to gain control over deviant sexual behaviors, increase pro-social Interactions, development of victim empathy, manage stress, anger resolution; resolution to contributing factors, identification of risks factors & risks reduction, counter irrational thoughts, interrupt the offense cycle, address family and or other identified dysfunction, enhance communication, parenting skills etc.
- 3.2 c Sessions are for 1 hour and conducted face to face.

ON GOING SERVICES & ASSESSMENTS:

- 3.2d Monthly case review with assigned JPO to review case progress.
- 3.2e Reassessment of needs, risks, progress
- 3.2f Development of discharge and relapse plan.
- 3.2g Identification and referrals to community support services.

3.3 a Weekly group sessions held for developmentally delayed and non developmentally youths Group Services include:

Parenting groups-parents/guardians develop understanding about the Offense(s); enhance/increase support system, develop coping, parenting skills, strategies for Supervision, etc. Developmental delayed-Youth requiring additional support and assistance in acquiring skills regarding the offense cycle, sexual behavior problems, Sexually abusive behaviors, strategies to gain control over deviant sexual behaviors, increase pro-social Interactions, development of victim empathy, manage stress, anger resolution; resolution to contributing factors, identification of risks factors & risks reduction, counter irrational thoughts, interrupt the offense cycle, address family and or other identified dysfunction, enhance communication, Non Developmentally delayed- acquiring skills regarding the offense cycle, sexual behavior problems, Sexually abusive behaviors, strategies to gain control over deviant sexual behaviors, increase pro-social Interactions, development of victim empathy, manage stress, anger resolution; resolution to contributing factors, identification of risks factors & risks reduction, counter irrational thoughts, interrupt the offense cycle, address family and or other identified dysfunction, enhance communication

3.3 b LSOTP shall provided therapeutic services to approximately 40 juveniles and up to 120 family members.

ON GOING SERVICES & ASSESSMENTS:

- 3.3 c Monthly case review with assigned JPO to review case progress:
- 3.3 e Development of discharge and relapse plan.
- 3.3 g Weekly consultations between the assigned ISP Officer and FCO.
- 3.3 d Reassessment of needs, risks, progress
- 3.3 f Identification and referrals to community support services
- 3.3 h Monthly case review with contracted service provider(s) to review case progress and court compliancy.
- 3.3 i Development of case plan within 60 days of disposition; completion of case plan review within 180 days of disposition and development of exit plan prior to termination.

2.4 Discharge Planning & Services

- 3.4a Reassessment of needs, risks, progress
- 3.4b Development of discharge and relapse plan.
- 3.4c Identification and referrals to community support services
- 3.4d Recommendation regarding registration

YOUTH FAMILY OUTCOMES

- 4.1 Eighty-five percent (85%) of youth receiving sex offender treatment will maintain home placement.
- 4.2 Seventy-five percent (75%)of youth and family members will be able to identify and access support services within the community.
- 4.3 At least eighty-five percent (85%) Youths participating in the program will have no further arrest within 12 months of completing the program
- 4.4 Seventy-five percent (75%) of youths/families attending/receiving sex offender treatment, will complete treatment as scheduled.
- 4.5 Ninety percent (90%) of youths participating in sex offender treatment will be able to identify factors contributing to the offense cycle, manage stress effectively, increase pro-social interactions, reduce and maintain control of sexual fantasies and deviant sexual arousal, counter irrational thoughts, and increase empathy for victim.
- 4.6 Seventy five percent (75%) of the youths receiving services will not recidivate (commit new offense) or be referred to the department up to 12 months from treatment completion.

El Paso County Juvenile Probation Department DISCHARGE SUMMARY

Name:	Discharge Date:		
PID:	DOB:		
JPO:	Admissions Date:		
Successful Discharge:	Unsuccessful Discharge:		
Summary of Services Provided:			
Summary of Goals Accomplished:			
Summary of Goals Not Achieved and Reason	ons for Non-Compliance:		
Reason(s) for Termination:			
Identified Strengths:			
Child:			
T			
Family:			
71 (10° 1337 1			
Identified Weaknesses:			
Child:			
Family:			
Recommendation(s):			

Exhibit "4"

Referrals & Contact person(s):	
Prognosis:	
Recommendation regarding registration:	
Crisis Plan:	
Signatures indicate participation in the development of t of the plan:	his plan and receipt of a copy
Youth:	Date:
Parent/Guardian:	Date:
Parent/Guardian:	Date:
Therapist:	Date:
JPO:	Date:
Caseworker:	Date:
Other:	Date:

Exhibit "4"

Exhibit "4"

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT JUVENILE GROUP SIGN-IN SHEET



 Service Provider	DATE:		_
Service Provider			
	E SIGN-IN SHEET PER DAY PER G		
Print Juvenile Name:	Juvenile Signature	Sign in Time	Sign ou Time
\$6	*		
·			
Therapist:		Licensure:	
Print Name			
	Date:		xhibit

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT FAMILY SIGN-IN SHEET



Exhibit "6"

:		DATE:			
Service Pi					
	PLEASE USE ONE SIG		PER SESSION	Sign	Q;
Print Juvenile Name:	Juvenile Signature	Print Parent Name:	Parent Signature	Sign in Time	Si o Ti
	ALL PERSONS II	N ATTENDANCE MUST	SIGN IN		
					\vdash
					\vdash
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				······································	CALLES CALLES
Thei	rapist:		Licensure:		
Print	t Name	-			
		Date:			

Signature

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT PARENT SIGN-IN SHEET



Exhibit "7"

OR:	DATE:			
Service Provider				
	ASE USE ONE SIGN-IN SHEET PE	R DAY PER SESSION***	Sign	C:
Print Juvenile Name:	Print Parent Name:	Parent Signature	Sign	Sign
**	*ALL PERSONS IN ATTENDANCE	E MUST SIGN IN***	Time	Time
		-		
,				
			_	
		-		
Therapist:		Licensure:		
inci apist.		Licensur		
Print Name		·		
	т.	Nata.		

Signature



AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

THE HONORABLE ALFREDO CHAVEZ JUVENILE JUDGE 65th DISTRICT COURT EL PASO COUNTY ALBERTO ALVAREZ, JR.
CHIEF JUVENILE OFFICER
JUVENILE PROBATION DEPARTMENT
EL PASO COUNTY

Name:	Date of Birth:
Social Security Number:	
I authorize the release of all confidential record Records / Sheriff's Records concerning myself Juvenile Probation Department.	s and information pertaining to TCIC/NCIC Records / Police / to the 65 th Judicial District Court and to the El Paso County
	TCIC/NCIC/Police/Sheriff's Records
	Signature
	 Date



El Paso County Juvenile Probation Department

TCIC/NCIC CONTRACTOR RECORDS CHECK REQUEST

REQUESTED BY:	APPROVED:	
		DIRECTOR
DATE REQUESTED:		
Criminal Records Check Requested on:		
<u>NAME</u>	<u>DOB</u>	SSN
1		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
Tolocommunications Operator		Data



Exhibit A-3

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT Alfredo Chavez

Richard L. Ainsa Referee Juvenile Court I

Maria T. Levya-Ligon Referee Juvenile Court II Judge 65th Judicial District Court

6400 Delta Drive El Paso, TX 79905 Phone (915) 849-2500 FAX (915) 849-2577 Alberto Alvarez, Jr.
Chief
Juvenile Probation Officer

Oscar Reyes Deputy Chief

El Paso Police Department ID&R Sex Offender Registration Check

In accordance with Texas Juvenile Probation Commission, registration of Sex Offenders, I request a check of Sex Offenders Registration Data Base on the following individuals:

NAME	<u>SSN</u>	<u>DOB</u>
Please sign and date this form a named individual(s) and return i Attention TERRY GUTIERREZ, G	t to the El Paso County .	
Records Check Conducted by:		
Name	Title	Date



EL PASO COUNTY JUVENILE PROBATION DEPARTMENT

Exhibit A-3

Alfredo Chavez

Richard L. Ainsa Referee Juvenile Court I

Maria T. Levya-Ligon Referee Juvenile Court II Judge 65th Judicial District Court

6400 Delta Drive El Paso, TX 79905 Phone (915) 849-2500 FAX (915) 849-2577 Alberto Alvarez, Jr.
Chief
Juvenile Probation Officer

Oscar Reyes Deputy Chief

El Paso Sheriffs Department ID&R Sex Offender Registration Check

In accordance with <u>Texas Juvenile Probation Commission</u>, registration of Sex Offenders, I request a check of Sex Offenders Registration Data Base on the following individuals:

NAME .	<u>SSN</u>	DOR
		/
		/
Please sign and date this form named individual(s) and return Attention TERRY GUTIERREZ,	it to the El Paso County Juv	enile Probation Department,
Records Check Conducted by:		
Name	 Title	 Date

An Equal Opportunity Employer





Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report¹

NON-RESIDENTIAL PRODUCTS AND SERVICES

	GENERAL INFORM	ATION			
Name of Juvenile Probation Department			County		
Name of Person Completing Report		Title of Per	son Completing Repor	t	
Name of Persons Contributing to Report			Date Comple	ted	
	PROVIDER INFORM	IATION			
Name of Private Non-Residential Service	e Provider		Applicable Dates of 0	Contract	
Mailing Address of Service Provider		City, State	<u> </u>		Zip Code
Phone Number (000-000-0000)	Fax Number (000-000-0000)	E-Mail Add	ress:		1
Description and Frequency of Contracted] [,,	Services	Products	ogical Services s or Services sion Services
The Texas Juvenile Probation Commission's State Financial Assistance Contract requires that private service providers that are paid in whole or par with state funds shall be monitored at least twice during the fiscal year for programmatic and financial compliance. Use Pages 2-5 of this document to record the contractual requirements placed on the service provider and the results of your semi-annual or applicable periodic monitoring of the performance of the service provider. Please complete the Evaluation Section below at least annually for all private service provider contracts to monito the service provider's compliance with contractual programmatic and financial requirements. Please refer to the Commission's <i>Private Service Provide Contract Requirements Summary [TJPC-FIS-32-04]</i> for additional information on which service provider services require written contracts, performance measures and accountability provisions.					5 of this document to dic monitoring of the r contracts to monitor vate Service Provider
Overall Review of Service	Provider Performance		Satisfac	ory	Unsatisfactory*
Section I. Performance of Contract	ct Goals, Outputs and Outcomes (see Pa	ge 2)			
Section II. Compliance with Applic	able General Legal Requirements (see F	age 3)			
Section III. Compliance with Account state funds received under the control	Inting, Reporting and Auditing Requiremeract. (See Page 4)	ents applical	ble to		
Overall Performance and Compliance	ce of Service Provider for this Review Pe	riod			
Is Service Provider Eligible for Conti	ract Renewal? Yes* No No				
* If a private service provider is eligible inconsistency.	for contract renewal but has any "Unsatisfacto	ry" ratings, p	lease attach document	ation expl	aining this

¹ This form is provided by the Commission as a sample document that may be used in a comprehensive service provider monitoring program. This form is not required; however, adequate and complete written documentation must exist to evidence and detail the service provider monitoring performed by the juvenile probation department on at least a semi-annual basis. That documentation may consist of this form and/or a comparable document or documents of the juvenile probation department's choosing.

Section I Contract Goals, Outputs and Measurable Outcomes that Related Directly to Program Objectives

[The TJPC State Financial Assistance Contract requires that private service providers paid in whole or part with state funds be held accountable for delivery of quality services and all contracts shall include clearly defined goals, outputs and measurable outcomes that directly relate to program objectives.]

The evaluator(s) completing this form should:

Date Assessed:

- 1. Check all completed actions that have been taken to detail written contractual expectations and goals for the service provider.
- 2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
- 3. Evaluate at least annually the service provider's overall performance under Section I.

Α.	Written provisions placed in the service provider contract included (attach copy of contract):	Date Assessed:
	 Description of contracted services/detailed scope of work to be performed (e.g., counseling). 	☐ Services were provided in a cost effective manner.
	☐ Description of frequency of services (e.g., weekly).	☐ Other (specify)C. The following additional actions have been taken to
	☐ Required timeframe of service.	monitor the performance of this service provider:
	☐ Contract effective dates.	Contact (e.g., phone, mail, personal, etc.) with child and/or family receiving service to verify receipt of quality
	Output required (e.g., number of service units expected, reports to be produced, etc.).	service.
	Product specifications required.	Date Assessed: Date Assessed: Date Assessed:
	Regular progress reports.	Bato Accessed.
	☐ Child specific goals or outcomes required, if applicable.	☐ Quality assurance review of produced product.
	☐ Other (specify)	Date Assessed: Date Assessed:
_		Date Assessed.
В.	The following assessments of the performance of the service provider have been documented:	Date Assessed:
В.		Date Assessed: Other (specify)
В.	service provider have been documented: Services were provided by the service provider in a timely manner. Date Assessed:	
В.	service provider have been documented: Services were provided by the service provider in a timely manner.	 □ Other (specify) Complete Section D and E at end of review period: D. Overall performance of non-residential service provider in Section I (Contract Goals, Outputs and Measurable
В.	service provider have been documented: Services were provided by the service provider in a timely manner. Date Assessed: Date Assessed:	☐ Other (specify) Complete Section D and E at end of review period: D. Overall performance of non-residential service provider
В.	service provider have been documented: Services were provided by the service provider in a timely manner. Date Assessed: Date Assessed: Date Assessed: Number of contracted units or products provided as required in contract. Date Assessed:	 □ Other (specify) Complete Section D and E at end of review period: D. Overall performance of non-residential service provider in Section I (Contract Goals, Outputs and Measurable Outcomes that Relate Directly to Program Objectives) [Please note performance rating on Page 1 Overall Review of
В.	service provider have been documented: Services were provided by the service provider in a timely manner. Date Assessed: Date Assessed: Date Assessed: Number of contracted units or products provided as required in contract.	Complete Section D and E at end of review period: D. Overall performance of non-residential service provider in Section I (Contract Goals, Outputs and Measurable Outcomes that Relate Directly to Program Objectives) [Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section I]
В.	service provider have been documented: Services were provided by the service provider in a timely manner. Date Assessed: Date Assessed: Date Assessed: Number of contracted units or products provided as required in contract. Date Assessed: Date Assessed: Date Assessed:	 □ Other (specify) Complete Section D and E at end of review period: D. Overall performance of non-residential service provider in Section I (Contract Goals, Outputs and Measurable Outcomes that Relate Directly to Program Objectives) [Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section I] □ Satisfactory □ Unsatisfactory [if checked, please complete Section E

Section II General Legal and Regulatory Compliance of Service Provider

[The TJPC State Financial Assistance Contract requires that all private service providers paid in whole or part with state funds shall adhere to all applicable state and federal laws and regulations pertinent to the service provider's provision of services.]

The evaluator(s) completing this form should:

- Check all completed actions that have been taken to detail the general legal and administrative requirements for the service provider.
- Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
- 3. Evaluate at least annually the service provider's overall performance under Section II.

Α.		tten provisions placed in the service provider stract included (attach copy of contract):		Other (Specify)
		Requirement of compliance with all state and federal laws applicable to service provider and provision of		Date:
		Requirement of current state license, certification, or other necessary regulatory permits, etc.	C. O	Complete Section C and D at end of review period: Overall performance of non-residential service provider in Section II (General Legal and Regulatory Compliance
	Ш	Requirement of professional credentials and licensing of staff as appropriate.		of Service Provider) [Please note performance rating on Page Overall Review of Service Provider's Performance under Section II]
		Requirement that service provider disclose any pending or initiated criminal or governmental investigations		☐ Satisfactory
	П	related to service provider (e.g., FBI, DOJ, TJPC, etc.). Other (Specify)		Unsatisfactory [if checked, please complete Section D below]
		Other (Specify)	D.	7 /1
В.		e following actions have been taken to monitor the neral legal compliance of this service provider:		actions taken regarding service provider.
		Receipt and/or verification of professional credentials and required licensing of individual, if required.		
		Date Assessed:		
		Receipt and/or verification of applicable licensure, certification, or permits.		
		Date Assessed:		
		Reference check of provider and/or staff documented.		
		Date Conducted:		
		Review prior complaints (if any) against provider.		
		Date Reviewed:		
		Review Better Business Bureau information, if any.		
		Date Reviewed:		
		Other (Specify)		
		Date:		

Section III Accounting, Reporting and Auditing Requirements Applicable to State Funds Received Under the Contract

[The TJPC State Financial Assistance Contract requires that private service providers paid in whole or part with state funds be required to account separately for the receipt and expenditure of state funds and be required to comply with clearly specified accounting, reporting and auditing requirements.]

The evaluator(s) completing this form should:

- 1. Check all completed actions that have been taken to detail the financial accounting, reporting and auditing requirements for the service provider.
- 2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
- 3. Evaluate at least annually the service provider's overall performance under Section III.

A.		tten provisions placed in the service provider stract included (attach copy of contract):			Receipt and review of timely and accurate billing documents from service provider.
		Certification of service provider's eligibility to receive state funds under Texas Family Code Section 231.006.			Date Assessed:
		Requirement that service provider be a vendor in good standing [i.e., not on "vendor hold" status] with Texas Comptroller of Public Accounts, if applicable.			Date Assessed: Date Assessed:
		Requirement of service provider's use of Generally Accepted Accounting Principles (GAAP).		Ш	Reconciliation of billing documents to juvenile probation department/county financial records.
		Requirement of separate accountability for the receipt			Date Assessed:
		and expenditure of state funds.			Date Assessed:
		Detailed billing processes, policies, procedures and timeframes.			Date Assessed:
	П	Detailed requirements for payment process, policies,			Receipt and review of financial statements or audit.
		procedures and timeframes.			Date Reviewed:
		Requirement of 3 year records retention schedule or until all pending audits resolved.			Other (Specify)
	П	Detailed audit requirements and authority.			Date:
					Other (Specify)
		Required periodic financial reporting.			Date:
	Ш	Other (Specify)			
		Other (Specify)		Co	omplete Section C and D at end of review period:
В.		e following actions have been taken to monitor the inpliance of this service provider:	C.	in S	erall performance of non-residential service provider Section III (Accounting, Reporting and Auditing
		Receipt and verification of eligibility of service provider to receive state funds.			quirements) [Please note performance rating on Page 1 erall Review of Service Provider's Performance under Section III]
		Date Reviewed:			Satisfactory
		Verification that service provider is in "good standing" with Texas Comptroller of Public Accounts. [Attach website printout, if applicable]		-	Unsatisfactory [if checked, please complete Section D below] checked, please complete Section D below]
		Date Reviewed:	D.		erformance was unsatisfactory, please describe any ions (e.g., sanction, penalties, etc.) taken regarding

service provider in Section IV of this document.

Section IV Clearly Defined Sanctions or Penalties for Contract Non-Compliance and Termination Provisions

[The TJPC State Financial Assistance Contract requires that contracts with private service providers paid in whole or part with state funds shall include clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions.]

The evaluator(s) completing this form should:

Date:

- Check all completed actions that have been taken to detail the contractual sanctions, penalties and termination requirements for the service provider.
- Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
- 3. Evaluate at least annually the service provider's overall performance under Section IV

Α.		ritten provisions placed in the service provider ntract included (attach copy of contract):	Date:
		Termination of contract for noncompliance or nonperformance of contractual provisions.	Payment withheld, suspended, reduced (Specify details)
		Termination for cause provision.	,
		Termination without cause provision.	Date: Date: Date:
		Mutual termination provision.	Date:
		Specific sanctions, penalties for noncompliance or substandard compliance.	Refund of payment (Specify details)
		Withholding, suspension, reduction of payment provisions for noncompliance or non-performance.	Date: Date:
	П	Ineligibility for future contracts provision.	Legal action (Specify details)
	\Box	Refund of payments provision for breach of contract.	Date:
		Venue provision for any necessary legal actions.	Service Provider ineligible for future contracts (Specify)
		Other (Specify)	Date:
		Other (Specify)	Other (Specify)
В.		e following actions have been taken regarding the vice provider's performance of the contract:	Date:
		Contract Terminated (Specify details)	
		Date:	Satisfactory Performance – Service provider has performed the terms of the contract in a satisfactory
		Sanction Imposed (Specify details)	manner and no contractually authorized sanctions or penalties have been invoked against service provider.
		Date:	



TEXAS JUVENILE PROBATION COMMISSION CHILD SUPPORT AFFIDAVIT

TEXAS FAMILY CODE, SECTION 231.006 INELIGIBILITY TO RECEIVE STATE GRANTS, LOANS OR RECEIVE PAYMENT ON STATE CONTRACTS

A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services, or receive a state-funded grant or loan until:

- 1. All arrearages have been paid;
- The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or
- 3. A court-ordered exemption has been granted.

CERTIFICATION STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

1.	The contractor certifies that:						
		The individual or partner, shareholder, or owner of the business entity IS NOT a parent that has been ordered by a Texas Court to pay child support under Title 5 of the Texas Family Code. OR					
		The individual or partner, shareholder, or owner of the business entity IS a parent that has been ordered by a Texas Court to pay child support under Title 5 of the Texas Family Code.					
2.	. The contractor identified below IS NOT a governmental entity or a nonprofit corporation and certifies to the following:						
	The contractor is: (check one):						
		An individual or sole proprietor, or					
		A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)					



3.	The contractor certifies that the following either (a) the individual or sole propriet owner with an ownership interest of at least	or who is	the contract	ctor or (b) each par	I security numbers of tner, shareholder, or
	Printed Name:				
	Social Security Number:			Percent Own	nership:
	Printed Name:				
	Social Security Number:			Percent Ow	nership:
	Printed Name:				
	Social Security Number:			Percent Ow	nership:
SI	GNED this day of	, 20	managarananana "		
			-		
Sig	gnature of Contractor				
Się	gnature Authorized Representative		-		
Pr	inted Name		-		
SI	WORN TO AND SUBSCRIBED befo	re me on	the	day of	, 20
				ate of Texas	
		Notary'	s Printed	Name	
M	y Commission Expires:			Approximate and a second of	