

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**TREATHEM INC. GULF WINDS
CONTRACT FOR RESIDENTIAL TREATMENT SERVICES**

This Agreement is entered into by and between El Paso county, on behalf of the El Paso County Juvenile Probation Department (“JPD”) and TREATHEM INC., GULF WINDS RTC, a Texas 501(c)(3) nonprofit corporation, licensed to provide child care services by the Texas Department of Family and Protective Services, Texas Department of State Health Services, Texas Juvenile Justice Department and/or any other appropriate State agency with licensure or regulatory authority over this facility (“Service Provider”).

**ARTICLE I
PURPOSE**

1.01 The purpose of this Residential Services Agreement is to provide the JPD with long term residential care for children alleged or adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider and is located at 2905 1st Street Bay City, Texas 77414. The business officer address of Service Provider is 2904 1st Street Bay City, Texas 77414.

**ARTICLE II
SERVICES**

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

A. Basic Level

- i. Adequate functioning in all development and/or environmental areas; there may be transient difficulties, “every-day” worries, and occasional misbehavior, but would be regarded as normal child; responds to “normal” discipline. The caregiver provides a routine home environment with guidance and supervision to meet the needs of the child; or
- ii. No more than occasional problems in functioning in any area; some acting out behavior in response to life stresses, but those are brief and transient, minimally disturbing to others, and not considered deviant by those who know the child. The caregiver provides a routine home environment with supplemental guidance and discipline to meet the needs of the child.

B. Moderate Level

- i. Frequent or repetitive minor problems in one or more areas; may engage in nonviolent antisocial acts, but is capable of meaningful; interpersonal relationships, requires supervision in structured supportive setting with counseling available from professional or paraprofessional staff; or

- ii. Substantial problems; child has physical, mental, or social needs and behaviors that may present a moderate risk of causing harm to self or others, poor or inappropriate social skills, frequent episodes of aggressive or other antisocial behavior with some preservation of meaningful social relationships, requires treatment program in a structured supportive setting with therapeutic counseling available by professional staff.

C. Specialized Level

Severe problems; unable to function in multiple areas; sometimes willing to cooperate when prompted or instructed; but may lack motivation or ability to participate in personal care or social activities or is severely impaired in reality testing or in communications; may exhibit persistent or unpredictable aggression, be markedly withdrawn and isolated due to either mood or thought disturbance, or make suicidal attempts,; presents a moderate to severe risk of causing harm to self or others; requires 24-hour supervision by multiple staff in limited access setting.

D. Intense Level

Very severe impairment(s) disability or needs; consistently unable or unwilling to cooperate in own care; may be severely aggressive or exhibit self-destructive behavior or grossly impaired in reality testing, communication, cognition, affect, or personal hygiene; may present severe to critical risk of causing serious harm to self or others; needs constant supervision (24-hour care) with maximum staffing, in a highly structured setting.

E. Emergency Shelter

Provide twenty-four (24) hour care and supervision for those children requiring an alternative to an undesirable, unwholesome or dangerous living arrangement or as an alternative to secure detention on an emergency basis pending resolution of existing conflicts or installation into an appropriate long-term living arrangement.

2.02 Service Provider will perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, allowances, personal hygiene items, haircuts, transportation, school supplies, room (rent, utilities, maintenance, telephone) and miscellaneous, as ordered by the JPD.
- B. Provide and document paraprofessional counseling off-campus visits or furloughs major incidents and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian.
- C. Initiate and document meetings and attempted meetings amount Service Provider, JPD staff and contracted children for the purpose of justifying continued placement. Justification will be done every thirty (3) days and every fifteen (15) days thereafter. A copy of the placement justification will be submitted to the Placement Supervisor within ten (1) working days.
- D. Ensure that the child's parent(s) or legal guardian(s), JPD and specifically the Placement Supervisor are notified if a child in placement makes an

unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After normal working hours, the JPD will be notified as well as the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.

- E. Provide to JPD's Placement Supervisor a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said Individualized Treatment/Case Plan shall include measurement of progress toward goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- F. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Juvenile Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Program Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing or controlling the child's objectionable behavior.
- G. Maintain copies of the original Individualized Program Plan and the periodic reviews.
- H. Provide the Placement Supervisor with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- I. Document and maintain records of all goods and services provided to contracted children. These records shall be made available to Juvenile Probation for periodic inspection.
- J. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to the JPD for periodic inspection.

- K. Any and all medical/psychiatric treatment required to meet the needs of the child, as well as clothing, or other expenses not provided for in Service Provider's program, shall be the sole responsibility of said child's parent(s), guardian(s) or court ordered appointed conservator, to be paid by either personal payment, health insurance or Medicaid coverage. However, in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

ARTICLE III
EVALUATION CRITERIA

- 3.01 The performance of Service Provider in achieving the goals of the JPD will be evaluated on the basis of the output and outcome measures contained in this section. JPD, 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. The JPD shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
 - 1. Ensure children complete residential placement.
 - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.
 - 3. Ensure children move down in their Level of Care as they progress in the treatment program.
 - B. The JPD shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
 - 1. The total number of children placed in residential placement.
 - 2. The total number of children who were discharged from residential placement successfully.
 - 3. The total number of re-referrals of children discharged from placements within six (6) months after release.
 - 4. The total number of children who move down in their Level of Care.
 - 5. The average length of time before a child moves down in the Level of Care.
 - C. The JPD shall further evaluate Service Provider by the following outcome measures:
 - 1. Percentage of children in residential placement who will complete their placement as a successful discharge.
 - 2. Percentage of children who have completed placement and not re-referrals within six (6) months after release.
 - 3. Percentage of children who move down in their Level of Care.
- 3.02 Service Provider shall report on a monthly basis to the JPD as to each of the foregoing output and outcome measures. These reports will be reviewed by the JPD in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE IV
ELIGIBILITY TO RECEIVE PAYMENT ON STATE CONTRACTS

- 4.01 Under Texas Family Code § 231.006, 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.
- 4.02 The Service Provider shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to this Agreement. Service Provider shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). 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 this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Provider and the requirement to cooperate is included in any subcontract it awards.
- A. Periodic Financial Reporting: Service Provider shall provide semiannual, as well as, annual financial statements to include, but are not limited to, the following:
1. Trial Balance, Balance Sheet, Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by Service Provider; or
 2. Independent Audit or Review (prepared in accordance with GAAP) based on Service Provider's fiscal year. Service Provider shall provide the County certified copies of the most recent documents of any, or all listed above, within ninety (90) days from the Service Provider's financial year-end.
- 4.03 Service Provider certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.
- 4.04 Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Provider such as weekends, holidays, etc., and that the Service Provider must retain space for this client until his return, the County will pay the Service Provider the above agreed upon amount for such regularly scheduled days away from the Service Provider or its program providing they do not exceed ten (10) days at any one time.
- 4.05 The Service Provider is under no obligation to retain space for the client in an unauthorized departure situation. However, in no event shall the County pay for the days when clients were absent without authorization, but no space in the program was retained for such absent client(s) by the Service Provider. The County must be informed in writing if and for how long the Service Provider intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Provider intends to retain the space.

- 4.06 Service Provider shall complete and submit Medicaid Application upon **initial date of placement**. Service Provider is responsible for filing Medicaid paperwork within the mandatory/specified time frames. **The El Paso County Juvenile Probation Department will not subsidize Medicaid payments.**
- 4.07 Prior written authorization by the El Paso County Chief Juvenile Probation Officer, or his designee shall be obtained for any and all dental and medical services provided by the Service Provider. Exception to prior approval is hereby granted if it is medically determined that dental and/or medical services are required due to an emergency involving an immediate danger to the health and safety of the client. Dental and medical services shall be reimbursed by Texas Medicaid for eligible children in eligible settings. Should medical service not meet Medicaid eligibility the County of El Paso upon submission of an invoice for pre-authorized or emergency services, will reimburse the service provider.
- 4.08 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 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 this clause concerning the authority to audit funds received indirectly by subcontractors through Service Provider and the requirement to cooperate is included in any subcontract it awards.
- 4.09 Service Provider shall submit claims on invoices bearing agency's letterhead no 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 Accounting Department. Service Provider's invoice must indicate an accurate mailing address, telephone number where Service Provider can be reached during normal business hours, an invoice number, contract number **KK-13-143**, juvenile's name, type of service and related cost. Copy of the monthly progress report must be included with invoice as supporting documentation for payment. If the copy of the monthly progress report is not submitted with the invoice, payment will be delayed until documentation is provided to JPD. Invoices not timely submitted timely shall not be paid.
- 4.10 Service Provider shall establish procedures to seek and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources (such as Medicaid, CHIP, CHAMPUS or other public or private insurance), as applicable for eligible children in eligible settings. A covered service is a service for which reimbursement from either a public or private insurance plan is available. JPD shall be the payer of last resort. The Service Provider shall not bill JPD for any services rendered for which payment was reviewed from any and all state/federal or other sources, as applicable. The Service Provider is required to accept the amount paid by any and all state/federal or other sources, as applicable, as payment in full.
- 4.11 Invoice for services timely billed to but denied by other funding sources may be submitted to the County in accordance with the requirements of this agreement except that such invoices shall be submitted within ninety (90) days from the date of service

along with documentation of submission to and denial by the other funding source. In the event the Service Provider is later paid for the rendered services by any other funding source, the Service Provider shall reimburse all amounts to JPD for the rendered service within thirty (30) days of receiving such payment. The Service Provider shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid. A list of insurance companies accepted by the Service Provider should be submitted to JPD. Any changes to the list of insurance providers shall be submitted to JPD before any changes take effect.

- 4.12 This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Service Provider 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.

ARTICLE V
PAYMENT FOR SERVICES

- 5.01 For and in consideration of the above-mentioned services, the JPD agrees to pay Service Provider not more than the per diem rates based upon the Level of Care provided, in accordance with schedule of rates set by the Texas Health and Human Services Commission as currently effective or subsequently amended. Those rates as currently effective are:

MODERATE LEVEL	\$ 96.17
SPECIALIZED LEVEL	\$ 138.25
INTENSIVE SPECIALIZED	\$ 242.85

- 5.02 For juvenile places in the facility under the Title IV-E program, the County agrees to pay the facility based on the Texas Department of Family and Protective services levels of care as currently effective or subsequently amended.
- 5.03 Payment Process: JPD receives an invoice from the Service Provider pursuant to Paragraph 4.09. JPD will verify the services performed by the Service Provider through JPD's purchase of service request. JPD 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 "TJJD STATE FUNDS". Service Provider shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to this Agreement. The El Paso County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Service Provider. The County of El Paso shall make payments within thirty (30) days of receipt to County entity.

ARTICLE VI
EXAMINATION OF PROGRAM AND RECORDS

- 6.01 The Service Provider agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this agreement and to review County client records. The examination and evaluation of the program will include unscheduled site visitations and observations of programs in operation.
- 6.02 The Service Provider shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- 6.03 The Service Provider shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, the State of Texas or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records.
- 6.04 Record Retention:
Service Provider shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Service Provider must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.
- 6.05 Sanctions: JPD shall conduct monitoring and evaluation of the performances of the Service Provider or any subcontractor rendered pursuant to the agreement every six (6) months through use of the Private Service Provider Contractual Monitors and Evaluation Report (**Exhibit A**). JPD will notify the Service Provider 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.
- 6.05.1 As determined in the reasonable judgment of JPD, failure of the Service Provider to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Service Provider 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 this Agreement. Service Provider may be ineligible to receive future contracts.
- 6.05.2 Service Provider warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Service Provider. 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.

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

6.06 Service Provider shall notify the El Paso County Juvenile Probation Department within 24 hours of any incidents to include, but not limited to the following:

6.06.1 Child dies while in your care. (Death or attempted suicide of a child)

6.06.2 A critical injury or illness that warrants treatment by a medical professional or hospitalization, including dislocated, fractured, or broken bones, concussions, lacerations, requiring stitches, second and third degree burns, and damage to internal organs.

6.06.3 Allegations of abuse, neglect, or exploitation of a child; or any incident where there are indications that a child in care may have been abused, neglected, or exploited.

6.06.4 Physical abuse committed by or against a child.

6.06.5 Sexual abuse committed by or against a child.

6.06.6 Child is indicted, charged, or arrested for a crime.

6.06.7 Absent without Leave (AWOL and/or Escape)

6.06.8 Riots, rebellion, taking of hostages.

6.07 Service Provider shall place a phone call and/or e-mail to the assigned El Paso County JPD probation officer or case manager within **24** hours of the incident. In the event neither probation officer nor case manager is available, Service Provider shall contact El Paso County JPD at (915) 849-2500.

6.08 Service Provider shall forward any and all investigating reports and findings regarding any investigation conducted to the assigned probation officer or case manager.

ARTICLE VII FEE ASSESSMENT

7.01 Clients or their families shall not be assessed fees for services by the Service Provider, unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families or County clients for donations of clothing, personal articles and funds to assist in supporting a youth's rehabilitation.

7.02 If a client is eligible for fiscal support from another state/federal agency or organization, the Service Provider shall ensure that the County is not charged for such fiscal support for which the client is otherwise eligible.

ARTICLE VIII
EQUAL OPPORTUNITY

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

ARTICLE IX
TERM AND TERMINATION

- 9.01 Regardless of date of execution this agreement shall be effective **March 12, 2013** and shall continue until **March 11, 2014**.
- 9.02 JPD and Service Provider may mutually agree to terminate this Agreement at any time by giving thirty (30) day written notice to terminate. Service Provider may terminate this Agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this Agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this Agreement without notice immediately in the event the Service Provider fails to comply with any provision of this Agreement. Service Provider 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: Roger Martinez, Chief
Juvenile Probation Officer
6400 Delta Drive
El Paso, TX 79905-5408

To Service Provider: Karen Hubbard M.Ed., LMFT, LSOTP
Executive Director
Gulf Winds RTC
2904 1st Street
Bay City, TX 77414

ARTICLE X
LAW AND VENUE

10.01 In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in El Paso County.

ARTICLE XI
INDEMNITY AND CERTIFICATION

11.01 Service Provider shall indemnify and hold harmless, the County, its agents, Officer, employees and public officials, from any and all injury and damage to persons or property caused by the negligent or intentional acts or omissions of agency, its agents, employees, patients, clients and invitees, including the negligent supervision of any person residing at or participating at its facility or in any of its programs.

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

ARTICLE X11
MISCELLANEOUS

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

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

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

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2013.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Veronica Escobar

Date

Approved as to Form:

Approved as to Content

Ian R. Kaplan
Assistant County Attorney

Roger Martinez
Chief Juvenile Probation Officer

SERVICE PROVIDER

Authorized Signature

Date

Karen Hubbard M.Ed.,LMFT,LSOTP
Name of person signing this contract

Executive Director
Title

PRINT FACILITY NAME AND ADDRESS:

FACILITY TELEPHONE NUMBER:

Gulf Winds RTC
2904 1st Street
Bay City, Texas 77414

(979) 245-2334

PRINT BILLING NAME AND ADDRESS:

BILLING TELEPHONE NUMBER:

Same As Above

Same As Above

PRINT NAME OF BILLING CONTACT PERSON:

FEDERAL TAX IDENTIFICATION NUMBER:

Sam Helminpoller

26-4238303

STATE LICENSING REPRESENTATIVE:

STATE TELEPHONE NUMBER:

Kefe McDowell

(713) 696-8027



Texas Juvenile Probation Commission

Private Service Provider Contractual Monitoring and Evaluation Report¹

RESIDENTIAL SERVICES

GENERAL INFORMATION

Name of Juvenile Probation Department		County
Name of Person Completing Report		Title of Person Completing Report
Name of Persons Contributing to Report		Date Completed

PROVIDER INFORMATION

Name of Private Residential Service Provider		Review Period / Applicable Dates of Contract	Number of Youth Placed in Facility During Review Period ²
Mailing Address of Service Provider		City, State	Zip Code
Phone Number (000-000-0000)	Fax Number (000-000-0000)	E-Mail Address:	
Description and Frequency of Contracted Residential Service		Type of Residential Services: <input type="checkbox"/> Pre-Adjudication Secure Detention <input type="checkbox"/> Post-Adjudication Secure Correctional <input type="checkbox"/> TDFPS Licensed Facility <input type="checkbox"/> TCADA Facility <input type="checkbox"/> Out of State Licensed Facility <input type="checkbox"/> Other (Specify)	

The Texas Juvenile Probation Commission's State Financial Assistance Contract requires that private service providers that are paid in whole or part 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 residential service provider contracts to monitor the service provider's compliance with contractual programmatic and financial requirements. Please refer to the Commission's *Private Service Provider Contract Requirements Summary [TJPC-FIS-32-04]* for additional information on which service provider services require written contracts, performance measures and accountability provisions.

Overall Review of Service Provider Performance and Compliance with Contractual Provisions

	Satisfactory	Unsatisfactory*
Section I. Performance of Contract Goals, Outputs and Outcomes (see Page 2)	<input type="checkbox"/>	<input type="checkbox"/>
Section II. Compliance with Applicable General Legal Requirements (see Page 3)	<input type="checkbox"/>	<input type="checkbox"/>
Section III. Compliance with Accounting, Reporting and Auditing Requirements applicable to state funds received under the contract. (See Page 4)	<input type="checkbox"/>	<input type="checkbox"/>
Overall Performance and Compliance of Service Provider for this Review Period	<input type="checkbox"/>	<input type="checkbox"/>
Is Service Provider Eligible for Contract Renewal? Yes* <input type="checkbox"/> No <input type="checkbox"/>		

* If a private service provider is eligible for contract renewal but has any "Unsatisfactory" ratings, please attach documentation explaining this inconsistency.

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.

² Please make available a listing of all juveniles placed by your juvenile probation department with this service provider during the review period to facilitate case file review of these youth, if necessary.

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:

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 twice a year the service provider's overall performance under Section I.

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Goals, Outputs and Measurable Outcomes based on the Texas Health & Human Services Commission Substitute Care Provider Outcome Standards:
- Required Measurement of Juvenile's Progress Toward Goals in 9 Domains:
 - Medical Domain
 - Safety and Security Domain
 - Recreational Domain
 - Educational Domain
 - Mental/Behavioral Health Domain
 - Relationship Domain
 - Socialization Domain
 - Permanence Domain
 - Parent and Child Participation Domain
- Required Individualized Treatment Plan
- Required Service Plan and Service Plan Review
- Child Specific Goals, Outputs and Measurable Outcomes
- Special Services or Programs (Specify)
- Periodic Progress Reports (Specify)
- Other (Specify)
- Other (Specify)

B. The following assessments of the performance of the service provider have been documented:

- Reviewed Service Plans completed for all children placed with private service provider.
Date Reviewed:
Date Reviewed:
- Reviewed Service Plan Reviews completed for all children placed with private service provider.
Date Reviewed:
Date Reviewed:

- Goals in service plans adequately consider needs of juveniles in placement with this service provider.

Date Assessed:
Date Assessed:

- Reviewed domain specific documentation for appropriate services (e.g., educational records, etc.).

Date Assessed:
Date Assessed:

C. The following additional actions have been taken to monitor the performance of this service provider:

- Onsite/personal visit with juveniles placed at facility to monitor progress juvenile in program.

Dates of Visit	Name of Officer/Individual
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- Contact with juvenile in facility and/or parent or guardian of juveniles (e.g., mail, phone, etc.)

Contact Date	Name of Officer/Individual
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- Review of routine progress reports/service plans/treatment plans received from service provider regarding juveniles in placement.

Date Reviewed:
Date Reviewed:

- Participation in service plan development and/or reviews.

Date Participated:
Date Participated:

Complete Section D and E at end of review period:

D. Overall performance of 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 below]

E. If Performance was unsatisfactory, please describe any actions taken regarding service provider.

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:

1. Check all completed actions that have been taken to detail the general legal and administrative 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 twice a year the service provider's overall performance under Section II.

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Requirement of compliance with all state and federal laws applicable to service provider and provision of services.
- Requirement of compliance with all applicable regulatory agency policies, procedures, and administrative rules.
- Requirement of current state license, certification, registration or other necessary regulatory permits, etc.
- Requirement that service provider disclose any pending or initiated criminal or governmental investigations and results/findings related to service provider (e.g., FBI, DOJ, TJPC, etc.).
- Other (Specify)
- Other (Specify)

B. The following actions have been taken to monitor the general legal compliance of this service provider:

For Secure Juvenile Facilities:

- Review of recent TJPC Compliance Monitoring, Enforcement and Tracking System reports (COMETS) regarding placement facility, if applicable.

Date Reviewed:
Date Reviewed:

- Confirm and review registration of facility on the TJPC Facility Registry, if applicable.

Date Reviewed:

- Receipt and review of copies of current juvenile board certification of facility.

Date Reviewed:

- Review of TJPC child abuse and neglect investigation statistics for facility.

Date Reviewed:
Date Reviewed:

- Personal visit/inspection of facility operations.

Dates of Visits	Name of Officer
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- Other (Specify)
- Other (Specify)
- Other (Specify)

For Non-Secure Facilities:

- Confirm facility holds required licensure with appropriate state entity (e.g., Texas Department of Family and Protective Services, Texas Commission on Alcohol and Drug Abuse, out-of-state, etc.).

Date Reviewed:

License Number:

Date Issued:

Issuing Entity:

State:

License in Good Standing: Yes No

- Receipt and review of TDFPS, TCADA or other state licensing agency facility monitoring or standards compliance reports.

Date Reviewed:
Date Reviewed:

- Review of TCADA or TDFPS child abuse and neglect investigation statistics for facility, if applicable.

Date Reviewed:

- Personal visit/inspection of facility operations.

Dates of Visits Name of Officer

- Other (Specify)

- Other (Specify)

- Other (Specify)

- Other (Specify)

Complete Section C and D at end of review period:

- C. Overall performance of residential service provider in Section II (General Legal and Regulatory Compliance of Service Provider)** [Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section II]

- Satisfactory**

- Unsatisfactory** [if checked, please complete Section D below]

- D. If Performance was unsatisfactory, please describe any actions taken regarding service provider.**

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 twice a year the service provider's overall performance under Section III.

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Certification of service provider's eligibility to receive state funds under Texas Family Code Section 231.006.
- 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.
- Requirement of service provider's use of Generally Accepted Accounting Principles (GAAP).
- Requirement of separate accountability for the receipt and expenditure of state funds.
- Detailed billing processes, policies, procedures and timeframes.
- Detailed requirements for payment process, policies, procedures and timeframes.
- Requirement of 3 year records retention schedule or until all pending audits resolved.
- Detailed audit requirements and authority.
- Required periodic financial reporting.
- Other (Specify)
- Other (Specify)

B. The following actions have been taken to monitor the compliance of this service provider:

- Receipt and verification of eligibility of service provider to receive state funds.
- Date Reviewed:**
- Verification that service provider is in "good standing" with Texas Comptroller of Public Accounts. [Attach website printout, if applicable]
- Date Reviewed:**

- Receipt and review of timely billing documents from service provider.

Date Assessed:

Date Assessed:

Date Assessed:

- Reconciliation of billing documents to juvenile probation department/county financial records.

Date Assessed:

Date Assessed:

Date Assessed:

- Receipt and review of financial statements or audit.

Date Reviewed:

- Other (Specify)

Date:

- Other (Specify)

Date:

Complete Section C and D at end of review period:

C. Overall performance of residential service provider in Section III (Accounting, Reporting and Auditing Requirements) [Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section III]

- Satisfactory**

- Unsatisfactory** [if checked, please complete Section D below]
[if checked, please complete Section D below]

D. If Performance was unsatisfactory, please describe any actions (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:

1. Check all completed actions that have been taken to detail the contractual sanctions, penalties and termination 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 twice a year the service provider's overall performance under Section IV

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Termination of contract for noncompliance or nonperformance of contractual provisions.
- Termination for cause provision.
- Termination without cause provision.
- Mutual termination provision.
- Specific sanctions, penalties for noncompliance or substandard compliance.
- Withholding, suspension, reduction of payment provisions for noncompliance or non-performance.
- Ineligibility for future contracts provision.
- Refund of payments provision for breach of contract.
- Venue provision for any necessary legal actions.
- Other (Specify)
- Other (Specify)

B. The following actions have been taken regarding the service provider's performance of the contract:

- Contract Terminated (Specify details)

Date:

- Sanction Imposed (Specify details)

Date:

Date:

Date:

Date:

- Payment withheld, suspended, reduced (Specify details)

Date:

Date:

Date:

Date:

- Refund of payment (Specify details)

Date:

Date:

- Legal action (Specify details)

Date:

- Service Provider ineligible for future contracts (Specify)

Date:

- Other (Specify)

Date:

- Satisfactory Performance** – Service provider has performed the terms of the contract in a satisfactory manner and no contractually authorized sanctions or penalties have been invoked against service provider.



COMMISSIONERS COURT CONTRACT FORM

CONTRACT SUMMARY

Approve and authorize the County Judge to sign agreement between El Paso County on behalf of the El Paso County Juvenile Probation Department and Treathem Inc., Gulf Winds Residential Treatment Facility for residential treatment services in the amount of \$96.17 per juvenile for moderate level services, \$138.25 per juvenile for specialized level services, and \$242.85 per juvenile for intensive specialized level services. This agreement shall be effective March 12, 2013 and shall continue until March 11, 2014. The County Attorney's Office has reviewed and approved as to legal form KK-13-0143.

Submitted by: Chief Juvenile Probation Officer Roger Martinez, Juvenile Probation Department (915) 849-2545

ADDITIONAL BACKGROUND:

FISCAL IMPACT:

PRIOR COURT ACTION:

BASIC CONTRACT DETAILS

CONTRACT NO.: 2013-0143

CONTRACT TITLE: JPD/Treathem Inc. Gulf Winds RTC/Residential Svcs Agreement

SECOND PARTY: Treathem Inc., Gulf Winds, RTC

CONTRACT TYPE: Services

TERM AND BUDGET DETAILS

TERM: 1 Year

EXTENSION OPTIONS (If Applicable): Not Specified

EFFECTIVE DATE: March 12, 2013

EXPIRATION DATE (If Applicable): March 11, 2014

EXTENSION DEADLINE DATE (If Applicable):

AMOUNT: N/A

APPROVALS

COUNTY ATTORNEY APPROVAL

The attached 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.

COUNTY ATTORNEY: Ian Kaplan

LEGAL REVIEW: Approved as to Form as Submitted

LEGAL REVIEW NOTES (If Applicable):

DATE: March 11, 2013

DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract conforms to the bid specifications, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE: Roger Martinez

DEPARTMENT CONTACT: Olivas, Jimmy

DEPARTMENT: Juvenile Probation

DATE: March 11, 2013