

STATE OF TEXAS        )  
  )  
COUNTY OF EL PASO    )

## **FULL BATTERY PSYCHOLOGICAL SERVICES**

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 **Amanecer Psychological Services**, hereinafter known as "Contractor".

**1. SERVICES TO BE PERFORMED BY CONTRACTOR:**

Contractor shall perform the following services for the JPD:

- 1.1 Contractor will provide services to address any psychological needs of the child and family along with a recommendation for the appropriate course of treatment. The information needed for the above would be gathered and compiled through the following assessment instruments that are normed and are aged appropriate.
- 1.2 Contractor shall provide full battery, psychological evaluations to include the following: (1) diagnostic interview and history; (2) individual intelligence test; (3) organicity and perceptual test; (4) wide-range achievement test; (5) projective and objective test; (6) vocational test; or (7) aptitude test; (8) personality test; and (9) risk assessment test.
- 1.3 Administrative expenses and communications with family, school or referral sources shall be regarded as part of the cost and may not be billed as a separate cost.
- 1.4 Contractor may be required to provide reviews and evaluations with written narrative reports. An addendum to the original psychological evaluation for purposes of continuation of psychological services, and/or upon exiting the juvenile justice system.
- 1.5 The psychological evaluation shall be written categorically based on the following criteria:
  - 1. Criminal/Delinquent behavior
  - 2. Functioning
  - 3. Substance Abuse
  - 4. Mental health
  - 5. Other risk behaviors
  - 6. Child safety risks
  - 7. Caregiver needs and stress
  - 8. Youth strengths
  - 9. Intensity of recommended services

- 1.6 Narrative report must include specific independent recommendation(s) with summary justification(s) but not limited to include diagnostic impression, a written narrative of the interview/testing conducting and include the identification of family dynamics, community involvement, strengths of the child and family, as well as provide the foundation for treatment planning; identifying issues needing to be addressed in treatment. Report shall examine the scope and severity of the mental/behavioral health issue; assess emotional stability; identify if the child is a threat to self or others and identify/address psychopathology.
- 1.7 The Contractor will bill a one-time fee for an evaluation performed regardless of the number of appointments needed to complete the evaluation. The Juvenile Probation Department will not be financially responsible for missed appointments. Contractor shall request a new Purchase of Service Contract for rescheduled appointments.
- 1.8 Contractor warrants 100% completion of all reports to include all reports typed and submitted to JPD, within 3 working days from date of referral for psychological services, unless otherwise specified by court order of the 65<sup>th</sup> District Court. A typed copy of the psychological evaluation shall be provided to the Juvenile Probation Department whether they were paid through private insurance, CHIP or Medicaid, the Juvenile Probation Department, or any other source of funding. **Contractor warrants said reports shall be responsive to the goals and outcome measures described in the Logic Model for Psychological Battery Evaluation. (Exhibit "1")** Failure to comply with this provision shall result in sanctions imposed pursuant to paragraph 1.24.
- 1.9 Contractor shall provide timely appointments between the hours of 8:00 a.m. – 4:00 p.m., Monday – Thursday at Contractor's facility.
- 1.10 Off site testing for juveniles who are detained, the interview with parents/guardian **MUST** be scheduled at different times to minimize safety and security concerns. Per Texas Juvenile Probation Commission, a Juvenile Probation Department employee will transport juveniles who are detained and the employee **MUST** be present within sight and sound at all times during the evaluation.
- 1.11 On site testing is preferred for all juveniles detained. On site, juveniles may be available 7 days a week and must provide timely appointment, between 2:30 p.m. – 8:00 p.m. Monday – Friday, Saturday – Sunday 8:30 a.m. – 8:00 p.m.
- 1.12 Must provide psychological testing in the language of literacy and understanding of the juvenile. Must be performed individually in a private session and directly by a psychologist with a license to practice in the State of Texas.

- 1.13 Contractor may be called to testify in a Court of Law.
- 1.14 Contractor shall provide a written Psychological Evaluation identifying the diagnostic impression(s) of the patient to include all elements identified in the psychological evaluation form noted in exhibit "2". Psychological Evaluation shall be provided to JPD within three (3) business days from date of evaluation to the assigned probation officer with a hardcopy to be mailed/hand-delivered to JPD's Accounting Unit within three (3) business days.
- 1.14(1) Within 72 hours of referral from JPD, the Contractor shall schedule and evaluate the referred patient
- 1.15 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 the juvenile's signature, type of service provided, and the related cost. Contractor shall maintain separate accounting records designating receipt and expenditure of State funds.

- 1.15(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.

1.16 Eligibility to Receive Payment on State Contracts.

Under § 231.006, Texas Family Code, the Contractor 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**

- 1.17 Permit the County to examine and evaluate Contractor's program of services provided under the terms of this agreement and to review client records. The examination and evaluation of the program will include unscheduled site visitations and observations of programs in operation. Contractor shall provide the County with evaluation data and information as requested for the purpose of completing performance evaluations of the program.
- 1.18 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.
- (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) Contractor certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.
- 1.19 Maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called the Records.
- 1.19(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.

- 1.20 Upon written authorization of the El Paso County Juvenile Probation Department and at the request of the juvenile's parent, managing conservator/guardian, that the psychological evaluation be interpreted for the juvenile's parent, managing conservator/guardian. The Psychologist shall interpret the evaluations.
- 1.21 The Contractor will also provide a 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. The service provider will explain the evaluation process and the outcome of the psychological evaluations. The service provider will explain how a diagnosis is determined and recommendations are made.
- 1.22 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 Sex Offender Background search through the Texas Department of Public Safety.
- 1.23 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.

1.24 **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.

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 take appropriate corrective action 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 2.0. Contractor may be ineligible to receive future contracts.

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.
  3. 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.
- 1.24 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).
  - 1.25 Contractor shall provide JPD's Training Coordinator with written documentation within ninety (90) 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. SERVICES TO BE PERFORMED BY THE JPD:**

- 2.1 For and in consideration for the above stated services, Contractor shall be paid one hundred eighty dollars (\$180.00) per Full-Battery Psychological Evaluation.
- 2.2 Payment shall be made on invoices received pursuant to paragraph 1.15 within thirty (30) days of receipt by El Paso County Juvenile Probation Department.

2.3 JPD shall conduct monitoring and evaluation of the performance of the Contractor or any subcontractor rendered pursuant to the Contract as per paragraph 1.15.

2.4 PAYMENT PROCESS

The Juvenile Probation Department receives an invoice from the Contractor pursuant to Paragraph 1.15. 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 1.15. 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 to County entity.

**3. 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: JPD and Contractor may mutually agree to terminate this Agreement at any time by giving 30 day written notice to terminate. 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: Rodolfo Basurto, Ph.D.  
Amanecer Pshychological Services  
6044 Gateway East Blvd., Ste 605  
El Paso, Texas 79905

**4. 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.

**5. 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.

**6. 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.

**7. INDEMNIFICATION:**

7.1 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.

7.2 Contractor shall maintain at Contractor's own expense, malpractice 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 an 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.

7.3 Contractor shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$300,000.00 for personal injury and \$100,000.00 for property damage. Such policies shall be with an insurance company licensed to do business or admitted on a surplus lines basis 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 advanced written notice of any lapse, amendment or cancellation.



**8. 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.

**9. 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.

**10. 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**

\_\_\_\_\_  
**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**

\_\_\_\_\_  
**Rodolfo Basurto, Ph.D.**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

Signer must have legal authority to bind company.)

**EL PASO COUNTY LEGAL REVIEW FORM**

KK-08-026

Contract Description: Professional Services Agreement with Amanecer Psychological Services to Provide Full Battery Psychological Evaluations on Juveniles for the Juvenile Probation Department for CY2008

**COUNTY ATTORNEY ACTION\*\***

\*\*Requested Amendments/Clarifications: Please list any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

- Approved as to Form as Submitted
- Approved as to Form with Amendments/Modifications/Reservations Noted Below\*
- Not Approved

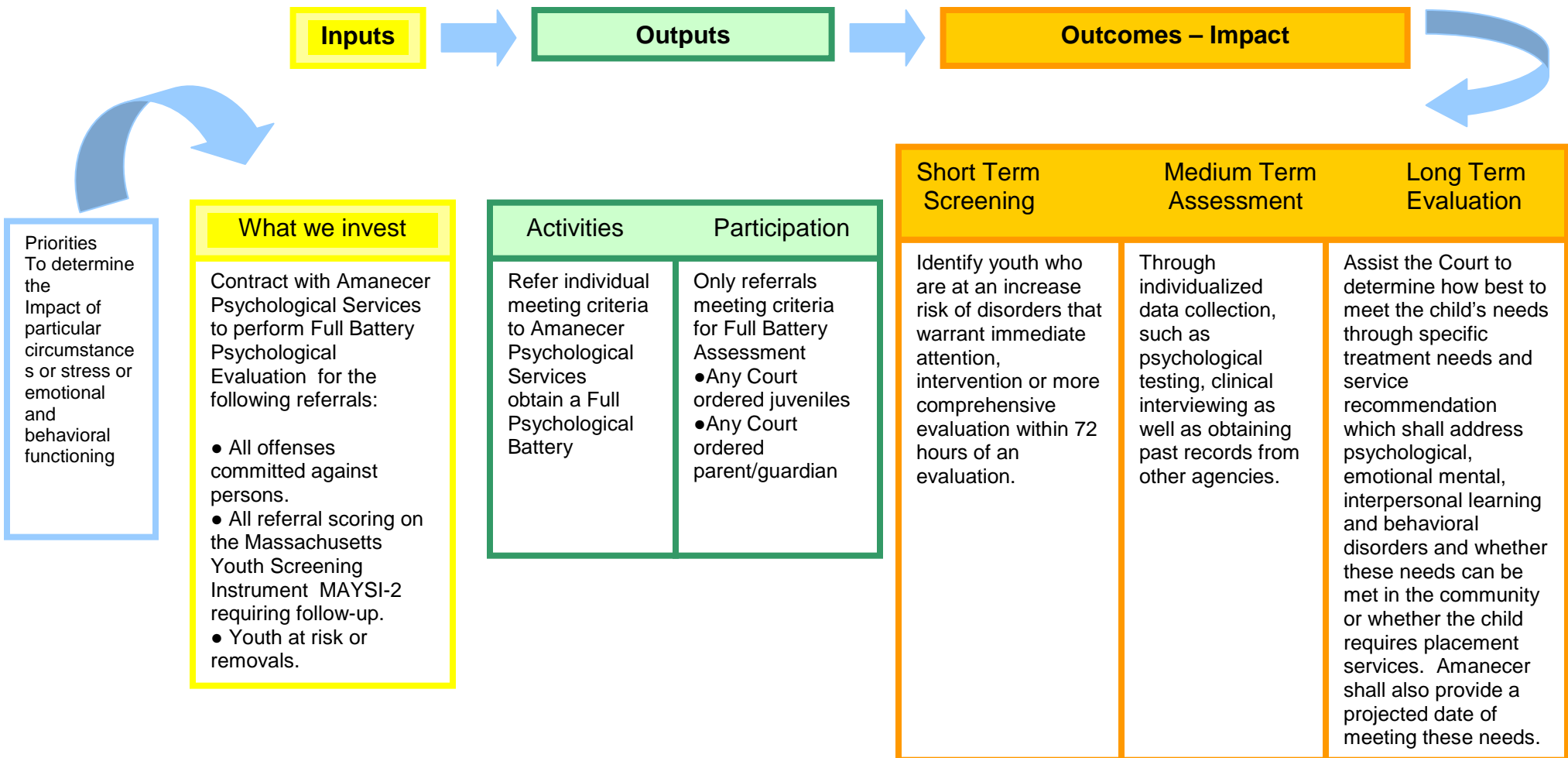
This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

**Holly C. Lytle**  
**Assistant County Attorney**  
**Date: 1/22/08**

## PROGRAM DEVELOPMENT

Planning – Implementation - Evaluation

### Program Action - Logic Model – Psychological Battery Evaluation



## Psychological Evaluation

### Identifying Information:

Name: \_\_\_\_\_

DOB: \_\_\_\_\_ Date of assessment:(m/d/yy) \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Parent( s)/Guardian( s): \_\_\_\_\_

JPO: \_\_\_\_\_

### Current Status:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Consumer statements of presenting problems/concerns:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Social History:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Current Living Arrangement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Family/Peer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Work/Education:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Medical:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Psychiatric history and current status:**

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**Drug and alcohol history and current assessment:**

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**Developmental History: (include prenatal care that assesses for FAS/FAE if applicable)**

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**Mental Status Exam:**

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**Clinical Impressions:**

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Axis I \_\_\_\_\_  
Axis II \_\_\_\_\_  
Axis III \_\_\_\_\_  
Axis IV \_\_\_\_\_  
Axis V GAF (current) \_\_\_\_\_ GAF (past year) \_\_\_\_\_

Full IQ \_\_\_\_\_ Performance Score \_\_\_\_\_ Verbal Score \_\_\_\_\_

**Diagnostic Impressions:**

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**Assessment/psychometric/Intelligence test(s) used:**

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**Test Results:**

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**Problem Summary List:**

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**Strengths/resources:**

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**Services the family wants:**

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**Recommendations (with justification for recommended services/needs):**

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**Eligibility summary (*discuss justification for functional recommended*):**

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**Prognosis:**

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**Psychologist's signature, credentials and date:** \_\_\_\_\_

# Exhibit A-1

## AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

THE HONORABLE ALFREDO CHAVEZ  
JUVENILE JUDGE  
65<sup>th</sup> 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 records and information pertaining to TCIC/NCIC Records / Police / Records / Sheriff's Records concerning myself to the 65<sup>th</sup> Judicial District Court and to the El Paso County Juvenile Probation Department.

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>	<u>SSN</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

Telecommunications Operator \_\_\_\_\_ Date \_\_\_\_\_



# Exhibit A-3

## EL PASO COUNTY JUVENILE PROBATION DEPARTMENT

### Alfredo Chavez

Judge  
65<sup>th</sup> Judicial District Court

6400 Delta Drive  
El Paso, TX 79905  
Phone (915) 849-2500  
FAX (915) 849-2577

**Richard L. Ainsa**  
Referee  
Juvenile Court I

**Maria T. Levya-Ligon**  
Referee  
Juvenile Court II

**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:

<u>NAME</u>	<u>SSN</u>	<u>DOB</u>
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____

**Please sign and date this form and indicate whether or not there are records on the above named individual(s) and return it to the El Paso County Juvenile Probation Department, Attention TERRY GUTIERREZ, General Counsel Executive Assistant.**

Records Check Conducted by:

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**



EL PASO COUNTY  
JUVENILE PROBATION DEPARTMENT

Exhibit A-3

Richard L. Ainsa  
Referee  
Juvenile Court I

**Alfredo Chavez**  
Judge  
65<sup>th</sup> Judicial District Court

Alberto Alvarez, Jr.  
Chief  
Juvenile Probation Officer

Maria T. Levya-Ligon  
Referee  
Juvenile Court II

6400 Delta Drive  
El Paso, TX 79905  
Phone (915) 849-2500  
FAX (915) 849-2577

Oscar Reyes  
Deputy Chief

El Paso Sheriffs 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:

<u>NAME</u>	<u>SSN</u>	<u>DOB</u>
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____

Please sign and date this form and indicate whether or not there are records on the above named individual(s) and return it to the El Paso County Juvenile Probation Department, Attention TERRY GUTIERREZ, General Counsel Executive Assistant.

Records Check Conducted by:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name

Title

Date

*An Equal Opportunity Employer*



# Exhibit "B"

## Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report<sup>1</sup> NON-RESIDENTIAL PRODUCTS AND 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 Non-Residential Service Provider		Applicable Dates of Contract	
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 Service		Type of Non-Residential Service: <input type="checkbox"/> Counseling Services <input type="checkbox"/> Psychological Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Products or Services <input type="checkbox"/> Programs <input type="checkbox"/> Supervision Services <input type="checkbox"/> Other	

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 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	Satisfactory	Unsatisfactory*
<b>Section I.</b> Performance of Contract Goals, Outputs and Outcomes (see Page 2)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Section II.</b> Compliance with Applicable General Legal Requirements (see Page 3)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Section III.</b> 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.

<sup>1</sup> 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:**

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.

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

- Description of contracted services/detailed scope of work to be performed (e.g., counseling).
- Description of frequency of services (e.g., weekly).
- Required timeframe of service.
- Contract effective dates.
- Output required (e.g., number of service units expected, reports to be produced, etc.).
- Product specifications required.
- Regular progress reports.
- Child specific goals or outcomes required, if applicable.
- Other (specify)

**B. The following assessments of the performance of the 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:**

- Required written output/progress reports provided in acceptable format and timeframe.

**Date Assessed:**  
**Date Assessed:**

**Date Assessed:**

- Services were provided in a cost effective manner.
- Other (specify)

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

- Contact (e.g., phone, mail, personal, etc.) with child and/or family receiving service to verify receipt of quality service.

**Date Assessed:**  
**Date Assessed:**  
**Date Assessed:**

- Quality assurance review of produced product.

**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 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 annually 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 current state license, certification, or other necessary regulatory permits, etc.
- Requirement of professional credentials and licensing of staff as appropriate.
- Requirement that service provider disclose any pending or initiated criminal or governmental investigations 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:

- 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:**

Other (Specify)

**Date:**

#### *Complete Section C and D at end of review period:*

#### C. Overall performance of non-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 annually 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 and accurate 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 non-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 annually 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.





**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;
2. 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 is a complete list of the names and social security numbers of either (a) the individual or sole proprietor who is the contractor or (b) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity:

Printed Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Percent Ownership: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Percent Ownership: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Percent Ownership: \_\_\_\_\_

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature Authorized Representative

\_\_\_\_\_  
Printed Name

**SWORN TO AND SUBSCRIBED** before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Printed Name

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_