

**RENEWAL OF SERVICES AGREEMENT –JUVENILE DRUG COURT
INDIVIDUAL & GROUP SUBSTANCE ABUSE TREATMENT SERVICES
AGREEMENT BETWEEN THE COUNTY OF EL PASO
AND ALIVIANE, NO-AD, INC.**

This Renewal is made to that Services Agreement – Juvenile Drug Court Individual & Group Substance Abuse Treatment Services, by and between the County of El Paso (“COUNTY”) and Aliviane NO-AD, Inc. (“Contractor”), effective October 1, 2008.

It is mutually understood and agreed by and between the undersigned contracting parties to renew that previously executed Agreement effective October 1, 2008 as follows:

PURSUANT TO Section 5 of the Agreement, the parties agree to extend the term of this Agreement for a period of 12 months, from August 1, 2009 to July 31, 2010, at the rates set out in this Agreement. This renewal is effective on August 1, 2009, regardless of its date of execution.

All other terms and conditions of the Agreement to remain in full force and effect.

**COUNTY OF EL PASO
STATE OF TEXAS**

_____ Date: _____
ANTHONY COBOS, COUNTY JUDGE

ATTEST:

_____ Date: _____
DELIA BRIONES, EL PASO COUNTY
CLERK

ALIVIANE NO-AD, INC.

_____ Date: _____
CIRILO L. MADRID, Ph.D., LCDC
Title: Chief Executive Officer
(Signer must have authority to bind the
company)

APPROVED AS TO FORM:
Assistant County Attorney

Date:

EL PASO COUNTY LEGAL REVIEW FORM

KK-09-247

Contract Description: JPD/Aliviane, Inc. Juvenile Drug Court/
Individual & Group Substance Abuse Treatment

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.

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

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

KITTY SCHILD
Assistant County Attorney
Date: 07-08-09

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**JUVENILE DRUG COURT
INDIVIDUAL & GROUP SUBSTANCE ABUSE TREATMENT**

This AGREEMENT is entered into by EL PASO COUNTY, on behalf of the JUVENILE PROBATION DEPARTMENT, hereinafter known as “JPD” and ALIVIANE NO-AD, INC., a nonprofit corporation, hereinafter known as “CONTRACTOR.”

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform the following services for the JPD:

- 1.1. The CONTRACTOR will provide substance abuse services to address the substance abuse needs of the juveniles accepted into the Drug Court Program.

- 1.2. The CONTRACTOR, within Outpatient Department of State Health Services (DSHS Time Guidelines) shall provide a written Plan of Service regarding the prescribed treatment of juveniles referred to CONTRACTOR by the Juvenile Drug Court Program Coordinator within 30 days of intake and updated treatment plans shall be created every 90 days thereafter with copies submitted to the Program Coordinator. Monthly invoices will not be approved for payment until all documentation is submitted.

- 1.3. Substance Abuse Treatment Services Minimum Requirements: The CONTRACTOR shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished in writing by the JPD and specified as part of this AGREEMENT) and perform all services necessary for, or incidental to, the provision of the substance abuse treatment services listed as follows.

- 1.4. Goals and Objectives: are in line with acceptable DSHS Outpatient services. The objectives are measurable units that will provide program Staff the means to evaluate the effectiveness of program services. These measurement tools will also enable program administrative staff to introduce a different direction if the minimum performance objectives are not being met.

- 1.5. The CONTRACTOR, upon Court Order or referral from the JPD shall provide individual and Group Substance Abuse Treatment to include, but not limited to the following:

- 1.6. Juvenile Drug Court Outpatient Treatment Services (see addendum A “Treatment Schedule”)

- a. Provide age- and gender- appropriate treatment and related services to juveniles to reduce or eliminate their use of drugs and alcohol, develop a sense of responsibility, and increase their ability to function in social and family settings.
 1. Provide a well-balanced phased treatment program to support the 9-12 month duration of the Drug Court.
 2. Provide a minimum of 1.25 hours per week of Moral Reconciliation Therapy (MRT) group throughout all of the phases of the program.
 3. Provide a minimum of 1.25 hours per week (time permitting and to be interchangeable with the Gender Specific programming) of Experiential Group Therapy to all of the participants throughout all of the phases of the program. These sessions can include, art therapy, music therapy, play therapy, role-playing (dramatization), and recreational activities amongst others.
 4. Provide a minimum of 1.25 hours per week of chemical dependency group education/intervention services that is evidenced based to each juvenile to reduce or eliminate substance abuse during all of the phases of the program (interchangeable with other modalities during Phase 3 and 4). Chemical Dependency group services should include relapse prevention and life skills.
 5. Provide a minimum 1.25 hours per week of Gender Specific group sessions (Girls Circle for the female track and Boys Council or Young Men's Work by Hazelden for the male track) during all of the phases of the program (interchangeable with other modalities during Phase 3 and 4). Relapse prevention theories shall be implemented at the onset of treatment plan. Formal relapse prevention services to include the development of a relapse prevention plan shall begin at Phase 3 of the program and continue until program completion.

- b. Increase juvenile's understanding and awareness of their mental and physical health as it relates to ATOD use, by assessing through culturally-based therapeutic approaches, areas of depression, self-esteem, family relations, and the quality of interaction with self and others.

- c. Reduce involvement in gang-related substance abuse, illegal activities, anti-social behavior and negative peer bonds.

1.7 DSHS Licensure: A DSHS facility license (as applicable) for Outpatient and/or Intensive status pursuant to the DSHS Chemical Dependency Treatment Facility Licensure Rules, and subsequent revisions, has been secured and will be maintained during the term hereof. Individuals contracting with the JPD must maintain appropriate licensure under DSHS Chemical Dependency Treatment Facility Licensure Rules.

- 1.8 **Performance Measures:** The CONTRACTOR shall comply with the Performance Measures included in this AGREEMENT to assist juvenile referrals in changing their behavior and becoming productive, contributing members of society by leading a life free of substance abuse and crime. Program will consist of Outpatient, comprehensive treatment, and a regimen of related services that will be provided to juveniles.

The juvenile will be required to participate in the program for a minimum of nine (9) months. Performance Measures, along with applicable adjustments, for substance abuse services are as follows:

- Strategy 1:** All referred juveniles will undergo an intake and assessment process with the CONTRACTOR within 7 working days of the family accepting the program. As part of the assessment every juvenile referred will be assessed utilizing the following assessment tools: SASSI A2 (Substance Abuse Subtle Screening Inventory), an APSI (Adolescent Problem Severity Index), clinical assessment, DSM-IV diagnostic instrument (completed by JPD and copy provided to contractor at time of referral). The GAIN (Global Assessment of Individual Needs) will be administered to all juveniles within 30 days of entering the program. A copy of the GAIN assessment shall be provided to the program director within 45 days of program entry.
- Strategy 2:** An individualized treatment plan will be implemented by the CONTRACTOR within 30 days of the initial intake and assessment. The juvenile and family must be consulted with as part of the treatment plan development. A copy of this assessment shall be submitted to the Program Coordinator within 45 days of entering the program.
- Strategy 3:** The treatment plan will be reviewed and updated every 90 days with the juvenile, family and supervising Probation Officer and/or Case Manager. A copy of this assessment shall be submitted to the Program Coordinator. Contractor is responsible for coordinating the date and time with the other parties to develop the updated treatment plan.
- Strategy 4:** A written report will be provided on a weekly basis to the Program Coordinator that will inform the drug court team as to the level of progress, topics discussed in group sessions, MRT step for each individual participant, participation and needs identified by the counselor for every drug court review session. This report is to be sent to the Program Coordinator and her Administrative Assistant on Tuesday's before 12 noon (see Addendum B for report format). Reports shall be completed separately for each participant and shall also include number of group treatment hours, number of individual hours, days of sobriety, and shall clearly identify missed sessions.

- Strategy 5:** The counselor assigned to work with the juveniles participating in this program must attend the weekly court staffings and court review sessions as directed by the Judge and/or Program Coordinator.
- Strategy 6:** The CONTRACTOR is responsible for provide the families, JDC Probation Officers, and Program Coordinator with a monthly individual treatment schedule for each participant on or before the 25th of every month for the upcoming month.
- Strategy 7:** A discharge meeting will be held ten (10) days prior to discharge of all juveniles receiving services. An overview of the services provided, the relapse prevention plan and discharge summary shall be discussed and copies distributed to parent, juvenile and JPD representatives. This meeting shall include the following individuals: Lead Counselor, Probation Officer, Program Coordinator, Parent, Participant, Aftercare Case Manager and/or the Clinical Supervisor for JPD.

1.9 Diagnosis: In its treatment of juveniles, the CONTRACTOR shall:

- a. Provide appropriate chemical dependency treatment as designated by a documented Axis I substance abuse or substance dependency diagnosis recommending the specific treatment being provided by the CONTRACTOR;
- b. The initial screening process will be conducted by the JPD staff and a treatment representative which will administer a SASSI A2 (Substance Abuse Subtle Screening Inventory), an APSI (Adolescent Problem Severity Index), and a Psychological/Psychiatric Evaluation. Screening instruments utilized by JPD are subject to change and CONTRACTOR will be informed.
- c. During admission, the CONTRACTOR will conduct an assessment of all juveniles. The JPD will provide the CONTRACTOR with the above-referenced tools in (b). Results will help staff identify the levels of treatment needed to reinforce educational skills and service options needed for each individual juvenile. Decisions regarding level of care should be based on the juvenile's progress and changes in their environment.
- d. Coordinate with the JPD to identify needs of juveniles that are beyond the scope of CONTRACTOR'S services and make appropriate referrals in such circumstances; and
- e. Coordinate with the Drug Court Team for services (or referrals) for juveniles with dual diagnosis and/or mental and physical disabilities.

1.10 Participation: In order to ensure maximum participation of juveniles in its program, the CONTRACTOR shall:

- a. Contact the JPD (Program Coordinator and assigned Juvenile Probation Officer) in writing within twenty-four (24) hours whenever any juvenile fails to comply with his or her recommended treatment, including failure to show for initial appointment or unauthorized departures;
- b. Maintain a signature log of all face-to-face contacts with the juvenile. The log must contain what service was performed, time, date, and signature of the counselor and the juvenile. Signatures ***MUST*** be obtained when the services are rendered and a copy of all logs must accompany the monthly invoice.
- c. Juveniles in aftercare may be re-referred to the CONTRACTOR for additional services if relapse occurs.

1.11 **Discharge:** The discharge of any juvenile shall be completed as follows:

- a. Prior to discharge, the CONTRACTOR shall schedule and coordinate with juvenile's Probation Officer and Drug Court team to evaluate if any additional services are required for the juvenile. A copy of each juvenile's discharge plan and discharge summary shall be submitted to the JPD ten (10) days prior to discharge along with a Relapse Prevention plan. The CONTRACTOR will require this meeting to be held with the juvenile, family, treatment team and/or the JPD.
- b. The CONTRACTOR will make arrangements to inform the JPD, juvenile and family of the date, time and place of discharge meeting.
- c. The CONTRACTOR shall provide the JPD with the relapse prevention plan and discharge summary to be reported to the court. Summary will show the juvenile's progress to the JPD and the court. The report shall be submitted to the Program Coordinator two weeks prior to the juveniles' graduation from the program.
- d. Under no circumstance shall the CONTRACTOR discharge any juvenile without first providing the JPD with prior written notification.

1.12 **Referrals:** The JPD retains control over juveniles court-ordered to the CONTRACTOR for the provision of substance abuse treatment. If the juvenile is determined to be in need of additional or different treatment services, the juvenile is referred back to the JPD for further action.

1.13 **Court Testimony:** The CONTRACTOR agrees to provide testimony in court, if required, at no additional cost to the JPD.

1.14 **Policies and Procedures:** The services for juveniles shall include policies and procedures (Intake and Orientation Manual) for admission and discharge; discharge planning; participation in treatment; transportation (as necessary); safety and

security; clinical supervision; referral activities; documentation of services; and incident reporting and resolution, which shall be in writing and available to the JPD prior to implementation. The CONTRACTOR shall notify the JPD in writing of any deviations from the policies and procedures, both temporary or permanent.

- 1.15 **JPD Approvals Required:** Under the following circumstances, the CONTRACTOR shall obtain the JPD'S written approval prior to exceeding the described treatment(s): Outpatient Services performed beyond the attached treatment schedule (addendum A).
- 1.16 **Coordination with the JPD:** The CONTRACTOR shall coordinate the following tasks with the JPD:
- a. Develop alternatives to be utilized for incidents of non-compliance with program rules and/or alcohol or drug use by juveniles.
 - b. Submit progress reports weekly on each juvenile, indicating progress and compliance/non-compliance with program.
 - c. Submit individual treatment schedule by the 20th day of each month for the following month of services.
 - d. Participate in meetings as the JPD directs; and
 - e. Comply with JPD operational policies and procedures as set forth by the JPD and/or State programs.
 - f. All extra-curricular activities (outings) must be therapeutic and must be approved by the Program Coordinator prior to the outing. A written request describing the purpose of the outing, location, and those responsible for supervising the juveniles shall be submitted via email 72 hours prior to the planned outing. Upon approval from JPD, parents shall be advised in writing of the approved outing and if there are costs associated with the outing parents must be informed and given the option to allow their child to participate or not.
- 1.17 **No-Shows:** The JPD will be immediately notified of the names of juveniles who fail to attend sessions or meetings
- 1.18 **Other:**
- a. The CONTRACTOR will attend monthly Juvenile Drug Court Advisory Board Meetings or as requested.

- b. The CONTRACTOR will respond within three (3) working days to any verbal or written requests from the JPD regarding JPD clients, need for statistics, or CONTRACTOR staff.
 - c. The CONTRACTOR will notify the Program Coordinator immediately if any JPD clients with special needs require additional services such as, but not limited to, interpreting services for the deaf.
 - d. The CONTRACTOR will be monitored by the JPD on a quarterly basis.
- 1.19 **Legal Status:** The CONTRACTOR (1) is a not for profit corporation providing services in the jurisdiction in which it is duly incorporated, and is a valid, existing corporation in good standing; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.
- 1.20 **Authorization:** The making and performance of this AGREEMENT have been duly authorized by all necessary action and does not violate any provision of current law or CONTRACTOR'S charter or by-laws. This AGREEMENT has been duly executed and delivered by the CONTRACTOR and, assuming due execution and delivery by the JPD, constitutes a legal, valid, and binding AGREEMENT enforceable against the CONTRACTOR in accordance with its terms.
- 1.21 **Taxes:** The CONTRACTOR (1) has filed all necessary federal, state, and foreign income and franchise tax returns (2) has paid all taxes as shown to be due, including penalties and interest, or provided adequate reserves for payment, except for any taxes and assessments whose amount or validity is currently being contested in good faith by appropriate proceedings.
- 1.22 **Non-Discrimination:** In the performance hereof, the CONTRACTOR warrants that it shall not discriminate against any employee, subcontractor, or juvenile on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The CONTRACTOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.
- 1.23 **Non-Collusion:** The CONTRACTOR warrants that no person, other than a bona fide employee has been employed to solicit or secure this AGREEMENT with the JPD, and the CONTRACTOR has not paid or agreed to pay any person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, THE JPD shall have the right to terminate this AGREEMENT without liability, or at its discretion, to deduct from payments, or

otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

- 1.24 Contractor shall provide JPD's Training Coordinator with written documentation within thirty (30) days of execution of the contract, verifying receipt of mandatory training in the Texas Family Code §261.101 Persons Required to Report; Time to Report. This code deals with reporting child physical or mental health abuse or neglect. Contractor shall contact JPD Training Coordinator to request and arrange for the above training.
- a. The CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the Director of Probation Services for the JPD, and the Texas Department of Family and Protective Services #1-800-252-5400 or fax the information to #1-800-832-2090, as well as the Texas Juvenile Probation Commission #1-512-424-6716 and the DSHS #1-866-378-8440.
 - b. The CONTRACTOR will also ensure that all of their paid, volunteer and intern staff are trained to properly identify child physical, emotional, sexual abuse and neglect and to follow the appropriate reporting procedures to the Texas Department of Family and Protective Services, at #1-800-252-5400 or fax the information to #1-800-832-2090, as well as the Texas Juvenile Probation Commission at #1-512-424-6716 and the DSHS #1-866-378-8440.
- 1.25 The CONTRACTOR will 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 the Records.
- 1.26 The CONTRACTOR will submit claims on invoices bearing the CONTRACTOR'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 JPD's Fiscal Manager. Letterhead shall contain an accurate mailing address and telephone number where the CONTRACTOR can be reached during normal business hours. CONTRACTOR shall provide a list of the juveniles attending that month's sessions along with supporting sign-in sheets for all group, individual, and treatment planning sessions as supporting documentation to their billing. CONTRACTOR shall provide the juvenile's name, type of service provided, and the related cost. Invoices not timely submitted shall not be paid.
- 1.27 The CONTRACTOR warrants that the CONTRACTOR is certified, approved or licensed by all Federal, State or local agencies or department that have jurisdiction to regulate any activity performed by the CONTRACTOR. Proof of such certification, approval or license shall be provided to the El Paso County JPD within ten (10) days of execution of this AGREEMENT.

- 1.28 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.
- 1.29 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.

2. GENERAL CONDITIONS

- 2.1 **Safety Requirements:** The CONTRACTOR shall maintain the physical plant of the facility in compliance with all applicable codes and DSHS Licensure Rules as applicable.
- 2.2 **Health and Safety:** The CONTRACTOR shall ensure that adequate measures are taken to protect the health and safety of each juvenile while receiving services.
- 2.3 **Staff Training:** The CONTRACTOR ensures that all staff providing direct services receive continuing education and training as needed or required, and that such education and training is documented.
- 2.4 **Duties and Obligations:** The CONTRACTOR shall provide services at the facilities in compliance with applicable federal and state law, including all constitutional, legal and court-ordered requirements, whether currently in effect or hereafter implemented.
- 2.5 **Placement of Juvenile:** Pursuant to Juvenile Court Order of placement into said Substance Abuse Treatment Program, the JPD shall have authority to assign and transfer juveniles to and from the facility or program and, as appropriate, may specify services for any juvenile during the term of this AGREEMENT.
- 2.6 **Confidentiality:** When applicable, records of identity, diagnosis, prognosis, or treatment of any juvenile through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws (DSHS Out patient Standards and Texas Family Code, (Chapter 58). NO information shall be released without the juvenile's written consent as documented by a signed information release form. The CONTRACTOR shall notify the JPD in writing, if any legal process requires disclosure of a juvenile's record and shall obtain written acknowledgement of same from the JPD authorized representative.

2.7 Termination at Will: Either party may terminate this AGREEMENT for any reason whatsoever, without cause, and at any time, by furnishing to the other party thirty days prior written notice. The JPD's obligation for terminating this AGREEMENT pursuant to this Section shall be the payment to CONTRACTOR of payments earned hereunder up to the date of termination. The CONTRACTOR's obligation for terminating this AGREEMENT pursuant to this Section shall be to provide services until the date of termination. Neither the CONTRACTOR nor the JPD shall hereafter be entitled to any other compensation.

2.8 Record Retention: Contractor 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 the Records.

2.8.(1) Record Retention:

Contractor shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Contractor must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.

2.9 SANCTIONS:

JPD shall conduct periodic financial and programmatic 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"). Contractor agrees to cooperate fully with County's monitoring. JPD will notify the Contractor in writing of any deficiencies noted during such monitoring and may initiate the withholding, suspension or reduction of payments as appropriate, based upon such monitoring.

2.9.(1) As determined in the reasonable judgment of the Juvenile Probation Department, failure of Contractor to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Contractor to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this contract and may result in withholding, suspension or reduction in payments or in immediate termination of this agreement as well as refund of payments made pursuant to section

paragraph 2 of this agreement. Contractor may be ineligible to receive future contracts.

2.9.(2) Contractor warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Contractor. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within thirty (30) days of execution of this agreement.

2.9.(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.

2.9.(4) Contractor shall permit either the JPD Contract Manager, JPD Supervising Personnel, or assigned JPD Probation Officer to inspect and monitor contractor's program at any time deemed appropriate by the JPD to ensure quality control of the contractor's program to include but not limited to appropriate delivery of services, appropriate staff conducting services related to this agreement; as well as any other services or concerns requiring monitoring by the JPD.

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

3. ADMINISTRATION AND FISCAL SYSTEM

Administrative Controls: The CONTRACTOR shall establish, document and maintain adequate administrative, financial and internal controls to ensure that only allowable and reasonable costs and expended under this AGREEMENT.

Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph 5 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 conducting 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 Contractor and the requirement to cooperate is included in any subcontract it awards.

3.(1) Periodic Financial Reporting:

Contractor shall provide semi-annual, as well as, annual financial statements to include but are not limited to the following:

3.1(a) Trial Balance, Balance Sheet, Profit and Loss Statement and Statement of Retained Earnings/Fund Balance certified by Contractor; or

3.1(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 yearend.

3.2 Contractor certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.

Conflict of Interest: The CONTRACTOR shall not refer juveniles for additional services without prior written approval of the JPD. The CONTRACTOR shall develop and implement written internal policies that may be reviewed by the JPD to ensure that members of the government board, contractual personnel, consultants, volunteers and employees do not use their positions with the CONTRACTOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

Remuneration: The staff or the CONTRACTOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a juvenile for treatment or engage in fee-splitting with other professionals.

3.5 Audits: The CONTRACTOR agrees to furnish the JPD with such information as may be required relating to the services rendered hereunder. The CONTRACTOR shall permit the JPD to audit and inspect records and reports and to evaluate the performance of services at any time. The CONTRACTOR shall provide reasonable access to all the records, books, reports and other necessary data and information needed to accomplish review of program activities, services and expenditures,

including cooperation with the JPD in its performance of random or routine audits to determine the accuracy of CONTRACTOR reports.

- 3.6 **Independent Audit:** The CONTRACTOR, whose total funding from the JPD exceeds \$100,000.00 must provide an independent audit on the funds received for the year. These audits must be submitted to the JPD annually.
 - 3.7 **Specific Measures:** All terms of this AGREEMENT are subject to monitoring and verification; however, the CONTRACTOR must have available for the JPD's inspection, records to support performance of those measures.
 - 3.8 **Hiring Practices:** Contractor shall ensure that within 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 and A-3) in order to allow the Juvenile Probation Department to perform the criminal records and Sex Offender background check, as well as Sex Offender background check through the Texas Department of Public Safety.
 - 3.9 **Payment to CONTRACTOR:** The CONTRACTOR shall submit Monthly Invoices as required herein and shall receive payments from the JPD, subject to the provisions in this AGREEMENT. The JPD agrees to pay CONTRACTOR within 30 days or less after receipt of the Monthly Invoice.
 - 3.10 The JPD shall conduct monitoring and evaluation of the performances of the CONTRACTOR or any subcontractor rendered pursuant to the AGREEMENT every six months through use of the Private Service Provider Contractual Monitors and Evaluation Report, Exhibit B. The 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.
 - 3.11 CONTRACTOR shall submit a monthly operational report to include: client strategies and service coordination; variances in existing policies and procedures; special requests; contract monitoring; and personnel changes. The format for this report will be mutually developed by both parties.
4. **COMPENSATION:** For and in consideration of the above-mentioned services, the County agrees to pay the CONTRACTOR from current revenues available through a JABG grant form the State's Criminal Justice Division in the following amount:
- 4.1 CONTRACTOR shall be paid for JDC Outpatient Treatment on a Cost Reimbursement basis for 24 treatment slots per month .

- 4.2 Submit claims on invoices bearing Contractor's letterhead no later than ten (10) business 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 a detailed monthly billing that includes the juvenile's name, start date, discharge date, start/end date, and related cost. Contractor shall submit sign in sheets for all group, individual, and treatment planning sessions as supporting documentation to their billing. Invoices not timely submitted shall not be paid.

Payment for the above shall not exceed \$226.00 per client per month or \$100 per client per month for juveniles receiving services during aftercare, subject to the terms of Paragraph 1.29 of this AGREEMENT. Cost per month will be pro-rated base on the client's entry or exit dates from the program. The cost per client includes all treatment costs, travel and training that may be necessary, program administration and overhead costs, or any other direct or indirect cost.

4.4 **PAYMENT PROCESS:**

The Juvenile Probation Department receives an invoice from the Contractor pursuant to paragraph 1.28 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. 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.

This charge includes all services pursuant to this agreement. A purchase of service must be approved by the Juvenile Probation Department and submitted to the contractor prior to services being rendered. The Juvenile Probation Department will not be financially responsible for any services rendered without prior approval of the purchase of service by the Juvenile Probation Department subject to paragraph 9 of this agreement.

5. **TERM AND TERMINATION:**

Term: This AGREEMENT shall be effective October 1, 2008 and shall continue until July 31, 2009. This agreement may be renewed for up to two (2) years for a total of a three (3) year contract period contingent on the availability of funding and performance

upon mutual written notice of the parties to this agreement prior to the expiration of the first renewal period.

Termination: JPD and Contractor may mutually agree to terminate this Agreement at any time by giving thirty (30) days written notice to terminate. Contractor may terminate this agreement 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 THE JPD: Alberto Alvarez, Jr.
6400 Delta Drive
El Paso, Texas 79905-5408

NOTICE SHALL BE MAILED TO CONTRACTOR: Chilo L. Madrid, CEO
Aliviane NO-AD, Inc.
7722 North Loop Road
El Paso, Texas 79915

6. **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.
7. **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.
8. **INDEMNIFICATION:**
 - 8.1 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 and the El Paso County Juvenile Board arising out of such negligence or intentional acts.
 - 8.2 Contractor shall maintain at Contractor's own expense, malpractice insurance with a policy limit of not less than \$1,000,000.00. Such policy shall be with an insurance company licensed to do business in Texas and shall be satisfactory to the County. All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the

County of El Paso shall be given at least thirty (30) days advance written notice of any lapse, amendment or cancellation.

8.3 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 line 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.

9. **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.

10. **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.

11. **NONDISCRIMINATION AND EQUAL OPPORTUNITY:**

Contractor certifies that it will comply fully with the nondiscrimination 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.

12. **INSURANCE AND INDEMNIFICATION**

Insurance: The 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. Policies shall be (1) with an insurance company licensed to do business or admitted on a surplus lines basis in Texas and (2) satisfactory to the County. All of said insurance policies shall name the County, its officers and employees. El Paso County shall be given at least thirty days advanced written notice of any lapse, amendment or cancellation.

The CONTRACTOR shall maintain at its 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 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 insured and shall provide the County be given at least thirty days advanced written notice of any lapse, amendment or cancellation.

13. INDEPENDENT CONTRACTOR

The CONTRACTOR is associated with the JPD only for purposes and to the extent set forth herein. With respect to the performance of services hereunder, the CONTRACTOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the JPD whatsoever with respect to the indebtedness, liabilities and obligations of the CONTRACTOR or any other party.

The CONTRACTOR shall be solely responsible for (and the JPD shall have no obligation with respect to) payment of all Federal Income, F.I.C.A. and other taxes owed or claimed to be owed by the CONTRACTOR, arising out of the CONTRACTOR's association with the JPD pursuant hereto, and the CONTRACTOR shall indemnify and hold the JPD harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses however arising or incurred because of, incident to, or otherwise with respect to any such taxes.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference, to be executed as of the concurred dates below:

Executed in EL PASO COUNTY, TEXAS by:

DEPARTMENT: EL PASO COUNTY

BY: _____ **Date** _____

TITLE: Honorable Anthony Cobos
El Paso County Judge

CONTRACTOR: ALIVIANE NO-AD, INC.

BY: _____ **Date** _____

TITLE: Chilo L. Madrid, M.Ed., LCDC
Chief Executive Officer