

**AMENDMENT TO SERVICES AGREEMENT –PSYCHOLOGICAL SERVICES
BETWEEN THE COUNTY OF EL PASO AND ALIVIANE NO-AD, INC.**

This Amendment is made to that Services Agreement –Psychological Services, Individual & Family Group Psychological Counseling, by and between the County of El Paso (“COUNTY”) and Aliviane NO-AD, Inc. (“Contractor”), effective February 1, 2010.

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

SECTION 3. TERM OF AGREEMENT is hereby amended to extend the term of this Agreement on a month-to-month basis for a period not to exceed 12 months, at the rates set out in this Agreement. Either party may terminate the Agreement upon thirty (30) days written notice of termination sent to the remaining party at the address provided in the Agreement.

This renewal is effective on February 1, 2010, 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**

ANTHONY COBOS, COUNTY JUDGE

Date: _____

ATTEST:

DELIA BRIONES, EL PASO COUNTY
CLERK

Date: _____

ALIVIANE NO-AD, INC.

CHILO L. MADRID, LCDC
Title: Chief Executive Director
(Signer must have authority to bind the
company)

Date: _____

APPROVED AS TO FORM:
Assistant County Attorney

Date:

COUNTY LEGAL REVIEW FORM

KK-10-005

Contract Description: Amendment Aliviane NO-AD Psych.
Srvs/month to month/JPD

COUNTY ATTORNEY ACTION**

**Requested Amendments/Clarifications: We assume you have submitted 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

*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: 02/09/2010

**RENEWAL OF SERVICES AGREEMENT –PSYCHOLOGICAL SERVICES
BETWEEN THE
COUNTY OF EL PASO
AND
ALIVIANE NO-AD, INC.**

This Renewal is made to that Services Agreement – Psychological Services, Individual & Family Group Psychological Counseling, by and between the County of El Paso (“COUNTY”) and Aliviane NO-AD, Inc., (“Contractor”), effective February 1, 2008.

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

PURSUANT TO Section 3 of the Agreement, the parties agree to extend the term of this Agreement for a period of 12 months, from February 1, 2009 to January 31, 2010, at the rates set out in this Agreement. This renewal is effective on January 31, 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: _____
CHILO L. MADRID, LCDC
Title: Chief Executive Director

(Signer must have authority to bind the company)

APPROVED AS TO FORM:
Assistant County Attorney

Date:

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**PSYCHOLOGICAL SERVICES
INDIVIDUAL & FAMILY GROUP PSYCHOLOGICAL COUNSELING**

This agreement is entered into by and between the El Paso County, on behalf of the Juvenile Probation Department, hereinafter known as "JPD" and **Aliviane NO-AD, Inc.**, 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 the appropriate course of treatment.
- 1.2 Contractor shall provide a typed Plan of Service signed by the therapist, juvenile, juvenile's parent/guardian. Contractor shall discuss with the juvenile, juvenile's parent/guardian the purpose of the plan, goals, and strategies used to obtain goals. Plan of Service shall be submitted to JPD within thirty (30) days of initial assessment. **(Exhibit "1")**
- 1.3 Contractor, upon Court Order or referral from the Juvenile Probation Department, shall provide Individual, Family or Group Psychological Counseling to include, but not limited to the following: the evaluation, prevention and remediation of psychological, emotional, mental, interpersonal, learning and behavioral disorders of individuals and groups, cognitive behavioral skills, reality therapy life skill, substance abuse, peer pressure, and values training. These services must be performed directly by an individual currently licensed in the State of Texas in the following fields: Psychologist, Licensed Professional Counselor; or a Licensed Clinical Social Worker; Licensed Marriage and Family Therapist. Administrative expenses and communications with family, school or referral sources shall be regarded as part of the cost per counseling hour and may not be billed as a separate cost. Services must be available on evenings and weekends.
 - 1.3(1) Contractor shall provide Individual or Family Psychological Counseling at the Contractor's facility during evenings or weekends.
 - 1.3(2) Contractor shall provide Group Psychological Counseling for a minimum of two (2) persons and a maximum number of eight (8) persons at the Contractor's facility during evenings or weekends.

W-08-077

1.3(3)

GROUP COUNSELING FOR JUVENILES

Purpose: Counseling must include group counseling which utilizes interpersonal, cognitive-behavioral, psychodynamic, and affective methods and strategies to achieve mental, emotional, physical, social, moral, educational, spiritual, and career development and adjustment through the life span; Must be performed directly by a licensed psychologist, licensed professional counselor, or licensed clinical social worker; or licensed marriage and family therapist. **Child Psychologist Preferred. Such groups will be classified and treatment will be provided in accordance to their classification, which may include but not limited to the following:**

1. Criminal/Gang Orientation
 - a. Aggressive behavior
 - b. Lack of victim empathy
 - c. Substance Abuse
 - d. Educational issues
 - e. Issues with authority
 - f. Lack of pro social values
 2. Emotional/Mental Health Disorders
 - a. Impulsive-aggressive behaviors
 - b. Substance abuse
 - c. Low intellectual capacity
 - d. Educational issues
 - e. Chaotic home environment
- 1.4 All reports required pursuant to this agreement shall be provided to the Juvenile Probation Department whether they are paid through private insurance, CHIP or Medicaid, the Juvenile Probation Department, or any other source of funding.
- 1.5 Administrative expenses and communications with family, school, or referral source, or other agencies are considered part of the cost per evaluation and may not be billed as a separate cost.
- 1.6 Contractor shall provide services in the language of literacy and understanding of the juvenile.
- 1.7 Contractor may be called to testify in a Court of Law.

Contractor shall provide a typed progress report signed by the juvenile and juvenile's parent/guardian and should be discussed with the juvenile and parents. This typed progress report shall be submitted to the Juvenile Probation Department within the 5th – calendar day of the month. Failure to submit these typed progress reports in a timely manner shall result in non—payment for services. **(Exhibit "2")**

- 1.8 A progress report may also be requested at any time by the Probation Officer and/or the Court. The progress report shall identify progress or lack of progress that is based on clearly specified objective criteria, refusal or failure to attend or participate in treatment, failing to abide by the client's treatment plans and/or contracts, or any disclosures regarding violations of supervisions shall be clearly documented in treatment records
- 1.9 Contractor shall provide a typed discharge plan signed by the therapist, juvenile, juvenile parent/guardian and should be discussed with the juvenile and parent/guardian. Discharge plan shall be submitted to JPD the 5th calendar day upon discharge. Plan shall include all elements identified in Discharge Plan. **(Exhibit "3")**
- 1.10 The Vendor must be available to communicate and staff cases with supervising Juvenile Probation Officer on a regular basis and shall be regarded as part of the cost per counseling hour and may not be billed as a separate cost.
- 1.11 Contractor warrants that all progress or lack thereof is based on specific measurable objectives, observable changes and demonstrated ability to apply changes in current situation and shall be responsive to the goals and outcomes measures described in the Logic Model for Psychological Counseling Service – Individual, Family and Group. **(Exhibit "4")** The Juvenile Probation Department will not be financially responsible for missed appointments. Contractor shall request a new Purchase of Service Contract for rescheduled appointments.
- 1.12 Contractor shall 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. Contractor shall explain how a diagnosis is determined and how recommendations are made, as well as modules used to treat juvenile offenders referred for services.
- 1.13 Contractor shall provide on site individual counseling required for detained juveniles that are referred for services. Detained juveniles may also be available seven-(7) days a week and Contractor 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.
- 1.14 Submit claims on invoices bearing Contractor's letterhead not later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Department Fiscal Manager. Letterhead shall contain an accurate mailing address and telephone number where contractor can be reached during normal business hours. Contractor shall provide JPD with the respective Sign-In Sheets provided by JPD indicating Juvenile Group, Family, and Parent or Individual Counseling. **(Exhibits "5", "6" and "7")** For group sessions, contractor shall provide a list of the juvenile's original signature, the number of hours

worked and cost per juvenile per hour. Contractor shall provide a list of original signatures of the juveniles and families attending the group session as supporting document to their billing. For individual sessions, contractor shall provide the juvenile's original signature, type of service provided, and the related cost.

1.14(1) Contractor shall establish procedures to seek and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources as applicable for eligible children in eligible settings. Contractor shall reduce the amount of invoice for the amount of reimbursement received from any and all state/federal or other sources as applicable. Services shall be reimbursed by state/federal or other sources for eligible children in eligible settings. Invoices for services timely billed to but denied by other funding sources may be submitted to the County in accordance with the requirements of this contract except that such invoices shall be submitted within 90 days from the date of service along with documentation of submission to and denial by the other funding source. Invoices not timely submitted shall not be paid.

1.15 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**

1.16 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.

1.17 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.

1.18 Contractor shall account separately for the receipt and expenditure of any and all State funds received pursuant to this contract. 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.

1.19 Maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called the Records. Contractor shall maintain separate accounting records designating receipt and expenditure of State funds.

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 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.
- 1.21 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 (NICIC) records check (Exhibit A-1 & A-2) in order to allow the Juvenile Probation Department to perform the criminal records check. Sex offender background check through the Texas Department of Public Safety will also be completed. (Exhibit A-3)
- 1.22 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 failure of the Contractor to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this contract and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments made pursuant to paragraph 2.2. 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.

- 1.23 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).

2. SERVICES TO BE PERFORMED BY THE JPD:

- 2.1 Contractor shall be paid fifty-sixty dollars and sixty-four cents (\$56.64) per Individual-Psychological Counseling session. Each session shall be for one hour.
- 2.2 Contractor shall be paid fifty-four dollars (\$54.00) per Individual-Substance Abuse Counseling session. Each session shall be for one (1) hour.
- 2.3 Contractor shall be paid fifty-six dollars and sixty-four cents (\$56.64) per Family-Psychological Counseling session. Each session shall be for one (1) hour.
- 2.4 Contractor shall be paid fifty-four dollars (\$54.00) per Family-Substance Abuse Counseling session. Each session shall be for one (1) hours.
- 2.5 Contractor shall be paid thirty-nine dollars (\$39.00) per participant per Group Psychological Counseling session for one and a half hours serving a maximum of eight participants per session.
- 2.6 Contractor shall be paid thirty-seven dollars and fifty cents (\$37.50) per participant per Group Substance Abuse Counseling session for one and half hours serving a maximum of eight participants per session.
- 2.7 Payment shall be made on invoices received pursuant to paragraph 1.11 within thirty (30) days of receipt by El Paso County Juvenile Probation Department.
- 2.8 All representations made by the Juvenile Probation Department are contingent upon availability of any and all federal, state, and local funds from which payments for the contract services can be made, and do not represent an obligation on the part of the Juvenile Probation Department, the County of El Paso, or the Texas Juvenile Probation Commission.

2.9 PAYMENT PROCESS

The Juvenile Probation Department receives an invoice from the Contractor pursuant to Paragraph 1.14. The Juvenile Probation Department will verify the services performed by the Contractor through the Juvenile Probation Department's purchase of service request. The Juvenile Probation Department will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check for the service provider. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Contractor shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to paragraph 1.14 of this agreement. The El Paso County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Contractor. The County of El Paso shall make payments within thirty (30) days of receipt to County entity.

2.10 JPD shall conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the Contract as per paragraph 1.22.

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: Chilo L. Madrid, CEO
Aliviane NO-AD., Inc.
7722 North Loop Road
El Paso, TX 79915

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, and the El Paso County Juvenile Board 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 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.

