



**COUNTY LEGAL REVIEW FORM**

**KK-10-009**

Contract Description: Amendment Family Empowerment Sex  
Offender Treatment/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 –SEX OFFENDER TREATMENT  
SERVICES AGREEMENT BETWEEN THE COUNTY OF EL PASO  
AND THE FAMILY EMPOWERMENT CENTER**

This Renewal is made to that Services Agreement – Sex Offender Treatment Services, by and between the County of El Paso (“COUNTY”) and The Family Empowerment Center (“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 5 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 February 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**

*Anthony Cobos*  
ANTHONY COBOS, COUNTY JUDGE

Date: 7/20/09

**ATTEST:**

*Delia Briones*  
DELIA BRIONES, EL PASO COUNTY  
CLERK

Date: 7/27/09

**THE FAMILY EMPOWERMENT CENTER**

*M. Spiller Desrosiers*  
MARGARITA AGUILAR-DESROSIERS  
Title: LC SW-IPR, LSOTP  
(Signer must have authority to bind the  
company)

Date: 8/5/09

**APPROVED AS TO FORM:**

Assistant County Attorney

*Kathy Schedl*  
Date: 7/20/09

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Offender Treatment Services.doc

KK-09-226

STATE OF TEXAS     )  
                                  )  
COUNTY OF EL PASO)

**SEX OFFENDER TREATMENT**

This agreement is entered into by and between the County of El Paso, on behalf of the Juvenile Probation Department, hereinafter known as "JPD" and **Blanche Kelly, LPC**, hereinafter known as "Contractor".

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

Contractor shall perform the following services for the JPD:

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

1.01(1) Juvenile Sex Offender Evaluation and Assessment

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

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

K-08-074

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

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

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

**2. SEX OFFENDER EVALUATION AND ASSESSMENT:**

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

referring agency policy or pursuant to the court order. Failure to submit proper reports in a timely manner shall result in non-payment for services.

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

- 2.10 Costs to include all typed and signed documentation/reports to the Juvenile Probation Department.
- 2.11 The department shall not be financially responsible for missed appointments. Contractor shall request a new Purchase of Service for rescheduled appointments.
- 2.12 Said sex offender treatment services shall consist of individual sessions, group sessions as well as family sessions. All sessions will be conducted at 9434 Viscount Suite 102, El Paso, Texas 79925.
- 2.12(1) Administrative expenses and communications with family, school, referral source, or other agencies is considered part of the cost per counseling hour and may not be billed as a separate cost. Services must be available as needed.
- 2.12 (2) **Individual Sessions**-Must be performed directly by a licensed psychologist, Licensed Master Social Worker (LMSW), Licensed Clinical Social Worker(LCSW), Licensed Marriage & Family Therapist (LMFT) or Licensed Professional Counselor (LPC). These professionals shall be a Licensed Sex Offender Treatment Provider (LSOTP) or Affiliate Sex Offender Treatment Providers (ASOTP). Each session shall be one hour.
- 2.12(3) **Juvenile Group Sessions**-Non-Developmentally delayed Must be performed directly by a licensed psychologist, Licensed Master Social Worker (LMSW), Licensed Clinical Social Worker (LCSW), Licensed Marriage & Family Therapist (LMFT) or a Licensed Professional Counselor (LPC). These professionals shall be a Licensed Sex Offender Treatment Provider (LSOTP) or Affiliate Sex Offender Treatment Provider (ASOTP). Groups should be age and gender appropriate. Administrative expenses and communications with family, school, referral source, or other agencies considered part of the cost per counseling hour and may not be billed as a separate cost. Services must be available as needed. **(A group is a minimum of two (2) not to exceed (8) persons in-group and sessions must be 1½ hours. Cost per counseling 1½ hours).**

- 2.12(4) **Juvenile Group Sessions-** Developmentally delayed  
Must be performed directly by a licensed psychologist, Licensed Master Social Worker (LMSW), Licensed Clinical Social Worker (LCSW), Licensed Marriage & Family Therapist (LMFT) or a Licensed Professional Counselor (LPC). These professionals shall be a Licensed Sex Offender Treatment Provider (LSOTP) or Affiliate Sex Offender Treatment Provider (ASOTP). Groups should be age and gender appropriate. Administrative expenses and communications with family, school, referral source, or other agencies considered part of the cost per counseling hour and may not be billed as a separate cost. Services must be available as needed. **(A group is a minimum of two (2) not to exceed (8) persons in-group and sessions must be 1 hour. Cost per counseling 1 hour). Developmentally delayed youths shall be identified by the Juvenile Probation Department and/or identified through mutual agreement by the provider and the Juvenile Probation Department.**
- 2.12(5) **Parent Group Sessions-**Must be performed directly by a licensed psychologist, Licensed Master Social Worker (LMSW), Licensed Clinical Social Worker (LCSW), Licensed Marriage & Family Therapist (LMFT) or a Licensed Professional Counselor (LPC). These professionals shall be a Licensed Sex Offender Treatment Provider (LSOTP) or Affiliate Sex Offender Treatment Provider (ASOTP). Administrative expenses and communications with family, school, referral source, or other agencies considered part of the cost per counseling hour and may not be billed as a separate cost. Services must be available as needed. **(Maximum of eight (8) pairs (1 or 2 parents/caregivers) in-group and sessions must be 1½ hours. Cost per counseling 1½ hours per pair). Parenting groups shall not be commingled with juveniles participating in treatment and/or siblings.**
- 2.12(6) **Family Sessions-** Must be performed directly by a licensed psychologist, Licensed Master Social Worker (LMSW), Licensed Clinical Social Worker (LCSW), Licensed Marriage & Family Therapist (LMFT) or a Licensed Professional Counselor (LPC). These professionals shall be a Licensed Sex Offender

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

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

timely billed to but denied by other funding sources may be submitted to the County in accordance with the requirements of this contract except that such invoices shall be submitted within 90 days from the date of service along with documentation of submission to and denial by the other funding source. Invoices not timely submitted with supporting documentation shall not be paid.

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

- 2.21 Under §231.006, Texas Family Code, the service provider certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certificate is inaccurate. **(Exhibit C) TJPC Child Support Affidavit**
- 2.22 Maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called the Records.

2.22 (1) Record Retention:

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

- 2.23 The Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph 2. of this agreement. Contractor shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

2.23(1) Period Financial Reporting:

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

- a. Trial Balance, Balance Sheet, Profit and Loss Statement and Statement of Retained Earnings/Fund Balance certified by

Contractor; or

- b. Independent Audit or Review (prepared in accordance with GAAP) based on Contractor's fiscal year. Contractor shall provide the County certified copies of the most recent documents of any, or all listed above, within 90 days from the Contractor's financial year-end.

2.23(2) Contractor certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.

2.24 Contractor warrants that Contractor is certified, approved or licensed by all Federal, State or local agencies or department that have jurisdiction to regulate any activity performed by the Contractor. Proof of such certification, approval or license shall be provided to the El Paso County Juvenile Probation Department within ten (10) days of execution of this agreement.

2.24(1) Pursuant to Article 62.352(c)

Contractor shall notify in writing by the 10<sup>th</sup> day following the juvenile's successful completion of treatment to:

- a. the 65<sup>th</sup> District Court (Court Coordinator Isabel Carrasco (915) 546-2205) 500 E. San Antonio, Room 1105, El Paso, TX 79905; and
- b. the Office of the County Attorney-Juvenile Prosecution Unit at (915) 546- 2082, Room 503, 500 E. San Antonio, El Paso, TX 79905
- c. Contractor shall also provide a courtesy notice to the assigned juvenile probation officer of this notice.

## 2.25 SANCTIONS

JPD shall conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the Contract every six months through use of the Private Service Provider Contractual Monitors and Evaluation Report. **(Exhibit B)** JPD will notify the Contractor in writing of any deficiencies noted during such monitoring and may initiate the withholding suspension or reduction of payments as appropriate, based upon such monitoring.

- 2.25 (1) As determined in the reasonable judgment of the Juvenile Probation Department, failure of Contractor to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Contractor to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this contract and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments made pursuant to paragraph 2.05. Contractor may be ineligible to receive future contracts.
- 2.25(2) Contractor warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Contractor. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within thirty (30) days of execution of this agreement.
- 2.25(3) Contractor shall permit either the JPD Contract Manager, JPD Supervising Personnel, or the assigned JPD Probation Officer to inspect and monitor contractor's program at any time deemed appropriate by JPD to ensure quality control of the contractor's program to include but not limited to appropriate number and category of group classes; appropriate contractor staff conducting services related to this agreement; as well as any other services or concerns requiring monitoring by JPD.
- 2.25(4) Contractor shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months preceding the execution of this agreement, as well as during the term of this agreement along with any results and/or findings related to the Contractor conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Probation Commission, Texas Department of Family and Protective Services or any other agency which may license or regulate the Contractor in the provision of these services.

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

**3. COMPENSATION:**

- 3.01 For and in consideration, Contractor shall be paid a flat fee of two hundred eighty dollars (\$280.00) per each Evaluation and Assessment.
- 3.02 For and in consideration for the above stated services, Contractor shall be paid seventy dollars (\$70.00) per each one-hour Individual session.
- 3.03 Contractor shall be paid thirty dollars (\$30.00) per each one and one-half hour Juvenile Group session per juvenile.
- 3.04 Contractor shall be paid twenty-three dollars (\$23.00) per each one-hour Juvenile Group session per juvenile
- 3.05 Contractor shall be paid thirty dollars (\$30.00) per one and one-half hour Parent Group session for up to 2 parent/care services.
- 3.06 Contractor shall be paid seventy dollars (\$70.00) per each one-hour Family session.
- 3.07 This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this Agreement. Contractor shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to JPD.

**4. PAYMENT PROCESS**

The Juvenile Probation Department receives an invoice from the Contractor pursuant to Paragraph 2.14. The Juvenile Probation Department will verify the services performed by the Contractor through the Juvenile Probation Department's purchase of service request. The Juvenile Probation Department will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check for the service provider. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Contractor shall maintain separate accounting records for the receipt and expenditure of any and all state

funds received pursuant to paragraph 2.14 of this agreement. The El Paso County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Contractor. The County of El Paso shall make payments within thirty (30) days of receipt of invoice.

**5. TERM AND TERMINATION:**

Term: This agreement shall be effective on February 1, 2008 and shall continue until January 31, 2009. This agreement may be renewed for up to two (2) one year renewal options upon mutual written notice of the parties to this agreement prior to the expiration of the initial term or subsequent first renewal period.

Termination: Contractor may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this agreement without notice immediately in the event Contractor fails to comply with any provision of this agreement. Contractor shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

Notice Shall Be Mailed To JPD: Alberto Alvarez, Jr.  
Chief Juvenile Probation Officer  
6400 Delta Drive  
El Paso, Texas 79905-5408

To Contractor: Blanche Kelly, LPC  
9434 Viscount Blvd, Ste. 102  
El Paso, Texas 79925

**6. INDEPENDENT CONTRACTOR:**

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

**7. ASSIGNMENT:**

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

**8. VENUE:**

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

**9. INDEMNIFICATION:**

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

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

**10. AGREEMENT:**

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

**11. ENFORCEMENT:**

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

**12. NON-DISCRIMINATION AND EQUAL OPPORTUNITY:**

Contractor certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**ATTEST:**

Valerie A. Gonzalez, Chief Deputy  
County Clerk

March 11, 2008

Date

**APPROVED AS TO FORM:**

[Signature]  
Assistant County Attorney

**APPROVED AS TO CONTENT:**

Alberto Alvarez Jr.  
Alberto Alvarez Jr., Chief  
Juvenile Probation Officer

March 14, 2008  
Date

**THE COUNTY OF EL PASO:**

By: Anthony Cobos  
Hon. Anthony Cobos  
County Judge

March 03, 2008

Date

March 03, 2008

Date

**CONTRACTOR:**

Blanche Kelly  
Blanche Kelly, LPC

3-21-08

Date

(Signer must have legal  
authority to bind contract)

**COPY**

**ASSIGNMENT AND ASSUMPTION OF AGREEMENT**

THE STATE OF TEXAS    §  
                                  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF EL PASO    §

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Assignment") is by and <sup>ma</sup> between Blanche Kelly, (referred to as "Assignor") and Margarita Aguilar ~~Desrosiers~~, <sup>Desrosiers</sup> (hereinafter referred to as "Assignee"), and consented hereto by El Paso County on behalf of the Juvenile Probation Department (hereinafter referred to as "County").

**WITNESSETH:**

**WHEREAS**, Assignor and County are parties to that certain Sex Offender Treatment Agreement effective February 1, 2008 (the "Agreement").

**WHEREAS**, Assignor desires to assign its interest in, and Assignee desires to assume Assignor's obligations under the Agreement, on the terms and conditions provided herein.

**WHEREAS**, Paragraph 7 of the Agreement requires the consent of the County prior to the Assignment of the Agreement.

**NOW, THEREFORE**, for and in consideration of the premises and the agreements and covenants herein set forth, and other good and valuable consideration on this day paid and delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER, DELIVER, and CONVEY unto Assignee all of Assignor's right title and interest in and to the Agreement, and all of the rights, benefits, and privileges of the tenant thereunder, subject to all terms, conditions, reservations, and limitations set forth in the Agreement.

1. Assignor hereby represents and warrants that it is the owner of the interest pursuant to the Agreement and that it possesses the right and power to assign the Agreement to the Assignee, subject to the consent of the County. In particular, Assignor represents and warrants that Assignor has not previously assigned or pledged its interest in the Agreement.
2. Assignee hereby accepts all terms, conditions, reservations, and limitations set forth in the Agreement and all terms and conditions of the Agreement and shall remain in full force and effect. The Agreement is attached hereto as Exhibit A and incorporated by reference herein as though fully set forth.
3. By accepting this Assignment and by its execution hereof, Assignee warrants that she is competent and qualified to provide the services required under the Agreement, including without limitation, that Assignee shall, at all times during the term of this Agreement, satisfy all State and federal certifications, regulations, or licensure requirements and render services under this Agreement in compliance with all applicable statutes, regulations, standards,

rules, and directives of State, federal, and other governmental and regulatory bodies having jurisdiction over Assignee. Assignee agrees to give immediate written notice to County in the case of suspension or revocation, or initiation of any proceeding that could result in any change in the status, suspension or revocation, of such licensure, certification, or registration. Evidence of such licensing, certification or registration, if applicable, shall be submitted to County upon request. Failure to meet such qualifications shall result in immediate termination of the Agreement.

4. Assignee hereby agrees to indemnify and hold harmless Assignor from and against any and all losses, liabilities, and expenses (including reasonable attorneys' fees) incurred by Assignor as a result of claims or causes of action being brought against Assignor arising out of or relating to Assignee's failure to perform any of the obligations under the Agreement occurring on or subsequent to the Effective Date hereof.
5. Assignee shall provide County with all necessary documents to satisfy County requirements. Assignee shall ensure that all services provided by its employees are within the scope of his or her licenses and provide verification to County, upon request, that all of its employees who will be providing services, have appropriate licenses. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Assignee's resume and qualifications are attached hereto as Exhibit B and incorporated by reference herein as though fully set forth.
6. The Effective Date of this Assignment shall be October 30, 2008.

IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be executed effective as of the date first set forth above.


ASSIGNOR:

  
Blanche M. Kelly, LPC, LSOTP

Date:

10/30/08

ASSIGNEE:

  
Margarita Aguilar Desrosiers, LSOTP  
Desrosiers mw

Date:

10-27-08

AGREED AND CONSENTED TO:

THE COUNTY OF EL PASO, TEXAS

  
Anthony Cobos, County Judge

Date:

September 29, 2008