

COUNTY LEGAL REVIEW FORM

KK-10-372

Contract Description: Agreement between El Paso County on behalf of the El Paso County Juvenile Probation Department and Meridell Achievement Center for residential psychiatric treatment services

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

Price changes

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.

Christina Sanchez
Assistant County Attorney

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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**MERIDELL ACHIEVEMENT CENTER
AGREEMENT FOR RESIDENTIAL
PSYCHIATRIC TREATMENT SERVICES**

In accordance with the provisions set forth herein, the County of El Paso, on behalf of the Juvenile Probation Department, and Meridell Achievement Center, a Texas for-profit corporation, hereinafter called Service Agency, agree as follows:

I. PROVISION OF SERVICES

The Service Agency shall provide the following professional services, for children placed for services by the El Paso County Juvenile Probation Department, pursuant to a lawful Court Order:

- A. Neurological Assessment Medical Stabilization which provides neurological testing in order to appropriately diagnose the child. Service Agency will provide doctor prescribed medical regimen and medical stabilization in a medical model setting in order to provide health, safety and security of the child. Upon discharge a discharge summary will be provided along with a 30 day prescription for medication and, if necessary, follow-up referral for an appointment to be scheduled by the child’s parents with a local neurologist in El Paso County in order to provide ongoing follow-up and medical regimen for the child.
- B. The Service Agency shall provide neuropsychiatry services for children placed for psychiatric services to include evaluation and treatment as ordered by the attending physician.
- C. The Service Provider will assist in the transportation of the juveniles to the facility from El Paso County and to El Paso County from the facility by providing ground transportation to and from the facility and airport.
- D. The Service Agency shall provide necessary residential services including, but not limited to, food, shelter, clothing and supervision.
- E. The Service Agency shall provide necessary counseling services including, but not limited to, individual, group and family/parental involvement.
- F. The Service Agency shall provide, within the limits of state and federal law, access to a free appropriate public education and related services through the local public school district.

- G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by the Service Agency.
- H. Each client placed with the Service Agency shall have a written treatment plan, developed in concert with the client and mutually agreed upon by the appropriate Service Agency Staff and Supervising Juvenile Probation Officer, parent and juvenile prior to placement, identifying how and what services shall be afforded, goals of treatment and interventions to meet treatment goals as they pertain to the child.
- I. The Treatment Plan shall be reviewed jointly by the appropriate Service Agency staff, the child and the Supervising Juvenile Probation Officer at reasonable intervals, not to exceed thirty (30) days, to assess the client's progress with modification of the plan being made when indicated.
- J. The Treatment Plan shall contain the reasons why the placement will benefit the client and specify behavior goals and objectives as they pertain to the child's need and reason for placement. Included shall be a DSM-IV diagnosis, medical diagnosis, recommended services on how the goals and objectives are to be achieved as well as follow up care plan for when the child is discharged. The Treatment Plan shall be developed within ten (10) days of the child's admission into the Service Agency placement.
- K. A Discharge Summary shall be developed at least five (5) days prior to the child's scheduled discharge from the Service Agency and shall include recommendations for continued care, medical and/or psychiatric follow up and a thirty (30) day prescription as necessary.
- L. Copies of the original Treatment Plan and the Discharge Summary shall be maintained by the Service Agency and the County Placement Officer.
- M. The Service Agency shall ensure that, before a child is permitted to participate in a furlough, home visit, or extended agency trip, a court order has been obtained from the 65th Judicial District Court approving the child's absence for the appropriate length of time.
- N. The Service Agency shall ensure that, unless otherwise stipulated by the County, the child may visit freely with parent(s) and relatives at the home or placement agency in accordance with established Service Agency policies.
- O. The Service Agency shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported, but no later than 24 hours, to the Supervising Probation Officer, the Program Specialist, and the Texas Department of Protective and Regulatory Services Abuse and Neglect Hotline 1-800-252-5400 or to fax the information to 1-800-832-2090.
- P. The Service Agency shall 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 Protective and Regulatory Services, Abuse and Neglect Hotline 1-800-252-5400 or to fax the information to 1-800-832-2090.

- Q. If a child in placement at a Service Agency makes an unauthorized departure, becomes seriously ill, is involved in an accident of a serious nature, the Service Agency shall notify the child's Probation Officer and the Program Specialist immediately and ensure that the parents and proper authorities are notified, including the Texas Department of Protective and Regulatory Services, Abuse and Neglect Hotline at 1-800-252-5400 or to fax the information to 1-800-832-2090.
- R. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the El Paso County Juvenile Probation Department designated Transportation Officer without the express written consent of the County.
- S. Upon successful completion of the program, a Discharge Plan along with, but not limited to, school records, school withdrawal form and Community Improvement Program hours form, shall be provided to the supervising probation officer within five (5) days prior to the date of successful discharge. Should a juvenile be negatively discharged, a Discharge Plan along with, but not limited to, school records, school withdrawal form and Community Improvement Program hours form, must accompany the juvenile at the time of transport to the El Paso County Juvenile Detention Center. Failure to comply with this provision will result in withholding of payment.
- T. If the juvenile is currently prescribed medication and is discharged from the facility, the Service Agency shall provide a balance of medication prescribed as well as a prescription for medication to cover thirty (30) days. Failure to comply with this provision will result in withholding of payment.
- U. **Eligibility to Receive Payment on State Contracts:** Under Texas Family Code § 231.006, the Service Agency 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.
- V. The Service Agency shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph II.B. of this agreement. Service Agency shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Service Agency understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Agency further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Agency and the requirement to cooperate is included in any subcontract it awards.

1. Periodic Financial Reporting:

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

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

- X. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this client until their return, the County will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.

- Y. The Service Agency is under no obligation to retain space for the client in an unauthorized departure situation. However, in no event shall the County pay for the days when clients were absent without authorization, but no space in the program was retained for such absent client(s) by the Service Agency. The County must be informed in writing if and for how long the Service Agency intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Agency intends to retain the space.

- Z. Prior written authorization by the El Paso County Chief Juvenile Probation Officer or his designee shall be obtained for any and all dental and medical services provided by the Service Agency. Exception to prior approval is hereby granted if it is medically determined that dental and/or medical services are required due to an emergency involving an immediate danger to the health and safety of the client. Dental and medical services shall be reimbursed by Texas Medicaid for eligible children in eligible settings. Should medical service not meet Medicaid eligibility, the County of El Paso upon submission of an invoice for pre-authorized or emergency services, will reimburse the service provider.

- AA. Service Agency understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation with those funds. Service Agency further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service Agency will ensure that this clause concerning the authority to audit funds

received indirectly by subcontractors through Service Agency and the requirement to cooperate is included in any subcontract it awards.

1. All invoices must bear Service Agency's letterhead and be submitted no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Invoices not timely submitted shall not be paid. Letterhead shall contain an accurate mailing address and telephone number where Service Agency can be reached during normal business hours. Service Agency's invoice must indicate an invoice number and contract number **KK-10-372**, juvenile's name, type of service and related cost. Copy of the psychological evaluation must be included with invoice as supporting documentation for payment. If the copy of the psychological evaluation is not submitted with the invoice, payment will be delayed until documentation is provided to the Juvenile Probation Department. Invoices not submitted timely shall not be paid.

2. Service Agency shall establish procedures to seek and bill payment for services rendered pursuant to this Agreement from any and all state/federal or other sources (such as Medicaid, CHIP, CHAMPUS or other public or private insurance), as applicable for eligible children in eligible settings. A covered service is a service for which reimbursement from either a public or private insurance plan is available. The Juvenile Probation Department shall be the payer of last resort. The Contractor shall not bill the Juvenile Probation Department for any services rendered for which payment was received from any and all state/federal or other sources, as applicable. The Service Agency is required to accept the amount paid by any and all state/federal or other sources, as applicable, as payment in full.

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 Agreement except that such invoices shall be submitted within ninety (90) days from the date of service along with documentation of submission to and denial by the other funding source. In the event the Service Agency is later paid for the rendered service by any other funding source, the Service Agency shall reimburse all amounts to the Juvenile Probation Department for the rendered service within thirty (30) days of receiving such payment. The Service Agency shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid. A list of insurance companies accepted by the Service Agency should be submitted to the Juvenile Probation Department. Any changes to the list of insurance providers shall be submitted to the Juvenile Probation Department before any changes take effect.

3. This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Service Agency shall have no cause of action against the Juvenile Probation Department in the event the Juvenile Probation Department 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 the Juvenile Probation Department.

II. PAYMENT FOR SERVICES

A. For and in consideration of the above-mentioned services, the County agrees to pay the Service Agency from current revenues available in the following amounts:

Contract rate of \$475.00 per day inclusive of all services and medications, but excluding Additional Cost and Non-Psychiatric Services, detailed below.

This rate is comprised of:

-	Room and Board	\$210
-	Treatment / Daily Supervision	\$210
-	Physician & Related Fees	\$ 45
-	Education	\$ 10

Service Agency shall identify need for one-on-one supervision. Criterion that mandates one-on-one supervision includes, but is not limited to, danger to self, violent, and psychotic. If possible, Service Agency shall obtain consent from the Juvenile Probation Department prior to ordering one-to-one staffing. In the event that there is insufficient time to obtain pre-authorization because of the emergency nature of the situation, Service Agency shall notify JPD as soon as possible, not to exceed 24 hours, when the child is being provided one-on-one supervision.

ADDITIONAL COST: One to One Staffing
\$150.00 per eight-hour shift (\$18.75 per hour)

EXCLUSION: Non-Psychiatric Services, including but not limited to:

- Dental
- Pre-existing non-psychiatric services and products, including but not limited to:
 - Dental
 - Dialysis
 - Dermatology
 - Orthopedics
 - Orthotics
 - Ophthalmology
 - Optician
 - Pulmonary / Cardiology
 - Otorhinolaryngology
 - Gastroenterology
 - Surgery
 - Podiatry

B. PAYMENT PROCESS

The Juvenile Probation Department receives an invoice from the Service Agency pursuant to Paragraph I.AA.1. The Juvenile Probation Department will verify the services performed by the Service Agency 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". Service Agency shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to paragraph I.AA.1. 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 Service Agency. The County of El Paso shall make payments within thirty (30) days of receipt to County entity.

III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Agreement and to review County client records. The examination and evaluation of the program will include unscheduled site visitations and observations of programs in operation.
- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, the State of Texas or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this Agreement, hereinafter called Records.
- D. **Record Retention:** Service Agency shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three year period expires, the Service Agency must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.
- E. **Sanctions:** The Juvenile Probation Department shall conduct monitoring and evaluation of the performances of the Service Agency or any subcontractor rendered pursuant to this Agreement every six (6) months through use of the Private Service Provider Contractual Monitors and Evaluation Report (**Exhibit "A"**). The Juvenile Probation Department will notify the Service Agency 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 the Service Agency to comply with any provisions of

this Agreement or a failure to achieve set goals and/or outcomes or failure of the Service Agency to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this Agreement and may result in withholding, suspension, or reduction in payments or in immediate termination of this Agreement as well as refund of payments. Service Agency may be ineligible to receive future contracts.

2. Service Agency warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Service Agency. 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. Service Agency shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months as well as during the term of this Agreement along with any results and/or findings related to the Service Agency conducted by, but not limited to, the following agencies: Department of Justice, Texas Juvenile Probation Commission, Texas Department of Family and Protective Services, FBI, etc.

IV. FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the Service Agency, unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families or County clients for donations of clothing, personal articles and funds to assist in supporting a youth's rehabilitation.
- B. If a client is eligible for fiscal support from another state/federal agency or organization, the Service Agency shall ensure that the County is not charged for such fiscal support for which the client is otherwise eligible.

V. EQUAL OPPORTUNITY

- A. Service Agency certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the American with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.
- B. Service Agency agrees that it will not engage in any religious indoctrination or require any of the children placed with the agency under this Agreement to participate in any religious activity. Service Agency further agrees that it will not

impose any sanctions or deny any benefits to any children placed with the agency under this Agreement solely on account of the child's religious beliefs or because the child does not participate in religious activities. Service Agency further agrees that it will not engage in any activity with respect to the children placed with the agency under this Agreement that would constitute an establishment of religion or in any manner violate the rights of the children to religious freedom under the First Amendment of the United States Constitution.

VI. TERM AND TERMINATION

- A. Regardless of date of execution this agreement shall be effective **July 1, 2010** and shall continue until **June 30, 2011**. The County shall have the option to renew this Agreement for two one-year terms upon the same terms and conditions contained in this Agreement by providing written notice to Service Agency. Any such extensions are subject to availability of funds provided and approval by Commissioners Court.
- B. The Juvenile Probation Department and Service Agency may mutually agree to terminate this Agreement at any time by giving thirty (30) day written notice to terminate. Service Agency may terminate this Agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this Agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this Agreement without notice immediately in the event the Service Agency fails to comply with any provision of this Agreement. Service Agency shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

Notice Shall Be Mailed To JPD: Roger Martinez, Chief
Juvenile Probation Officer
6400 Delta Drive
El Paso, TX 79905-5408

To Service Agency: Gail M. Oberta, CEO
Meridell Achievement Center
P.O. Box 87
Liberty Hill, TX 78642

VII. LAW AND VENUE

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

VIII. INDEMNITY, INSURANCE AND CERTIFICATION

- A. Service Agency shall indemnify and hold harmless, the County, the El Paso County Juvenile Board, their agents, officers, employees and public officials, from any and

all injury and damage to persons or property caused by the negligent or intentional acts or omissions of Service Agency, its agents, employees, patients, clients and invitees, including the negligent supervision of any person residing at or participating at its facility or in any of its programs.

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

IX. MISCELLANEOUS

- A. Independent Contractor. Nothing in this Agreement shall be construed as creating the relationship of employer and employee between the County and the Service Agency. The Service Agency shall be deemed at all times to be an independent contractor.
- B. Assignment. The Service Agency shall not sell, assign, convey or otherwise transfer any rights or obligations under this Agreement without prior written consent of the County.
- C. Complete Agreement. This written Agreement expresses the entire Agreement between the parties and shall not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2010.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Anthony Cobos

Date

Approved as to form:

Meridell Achievement Center

Assistant County Attorney

Gail M. Oberta, CEO

Date

Approved as to content:

(Signer must have legal authority to bind Corporation)

Roger Martinez
Chief Juvenile Probation Officer

Date



Texas Juvenile Probation Commission
Private Service Provider Contractual Monitoring and Evaluation Report¹

RESIDENTIAL SERVICES

GENERAL INFORMATION

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

PROVIDER INFORMATION

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

The Texas Juvenile Probation Commission's State Financial Assistance Contract requires that private service providers that are paid in whole or part with state funds shall be monitored at least twice during the fiscal year for programmatic and financial compliance. Use Pages 2-5 of this document to record the contractual requirements placed on the service provider and the results of your semi-annual or applicable periodic monitoring of the performance of the service provider. Please complete the Evaluation Section below at least annually for all private residential service provider contracts to monitor the service provider's compliance with contractual programmatic and financial requirements. Please refer to the Commission's *Private Service Provider Contract Requirements Summary [TJPC-FIS-32-04]* for additional information on which service provider services require written contracts, performance measures and accountability provisions.

Overall Review of Service Provider Performance and Compliance with Contractual Provisions

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

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

¹ This form is provided by the Commission as a sample document that may be used in a comprehensive service provider monitoring program. This form is not required; however, adequate and complete written documentation must exist to evidence and detail the service provider monitoring performed by the juvenile probation department on at least a semi-annual basis. That documentation may consist of this form and/or a comparable document or documents of the juvenile probation department's choosing.

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

Section I Contract Goals, Outputs and Measurable Outcomes that Related Directly to Program Objectives

[The TJPC State Financial Assistance Contract requires that private service providers paid in whole or part with state funds be held accountable for delivery of quality services and all contracts shall include clearly defined goals, outputs and measurable outcomes that directly relate to program objectives.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail written contractual expectations and goals for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year the service provider's overall performance under Section I.

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

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

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

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

Date Reviewed:

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

Date Assessed:

Date Assessed:

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

Date Assessed:

Date Assessed:

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

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

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

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

Date Reviewed:

Date Reviewed:

- Participation in service plan development and/or reviews.

Date Participated:

Date Participated:

Complete Section D and E at end of review period:

D. Overall performance of residential service provider in Section I (Contract Goals, Outputs and Measurable Outcomes that Relate Directly to Program Objectives)

[Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section I]

Satisfactory

Unsatisfactory [if checked, please complete Section E below]

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

Section II General Legal and Regulatory Compliance of Service Provider

[The TJPC State Financial Assistance Contract requires that all private service providers paid in whole or part with state funds shall adhere to all applicable state and federal laws and regulations pertinent to the service provider's provision of services.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail the general legal and administrative requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year the service provider's overall performance under Section II.

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

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

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

Date Reviewed:
Date Reviewed:

- Personal visit/inspection of facility operations.

Dates of Visits Name of Officer

- Other (Specify)
- Other (Specify)
- Other (Specify)

For Non-Secure Facilities:

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

Date Reviewed:

License Number:

Date Issued:

Issuing Entity:

State:

License in Good Standing: Yes No

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

Date Reviewed:
Date Reviewed:

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

For Secure Juvenile Facilities:

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

Date Reviewed:
Date Reviewed:

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

Date Reviewed:

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

Date Reviewed:

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

Date Reviewed:

- Personal visit/inspection of facility operations.

Dates of Visits Name of Officer

- Other (Specify)
- Other (Specify)
- Other (Specify)
- Other (Specify)

Complete Section C and D at end of review period:

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

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

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

Section III
Accounting, Reporting and Auditing Requirements
Applicable to State Funds Received Under the Contract

[The TJPC State Financial Assistance Contract requires that private service providers paid in whole or part with state funds be required to account separately for the receipt and expenditure of state funds and be required to comply with clearly specified accounting, reporting and auditing requirements.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail the financial accounting, reporting and auditing requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year the service provider's overall performance under Section III.

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

- Certification of service provider's eligibility to receive state funds under Texas Family Code Section 231.006.
- Requirement that service provider be a vendor in good standing [i.e., not on "vendor hold" status] with Texas Comptroller of Public Accounts, if applicable.
- Requirement of service provider's use of Generally Accepted Accounting Principles (GAAP).
- Requirement of separate accountability for the receipt and expenditure of state funds.
- Detailed billing processes, policies, procedures and timeframes.
- Detailed requirements for payment process, policies, procedures and timeframes.
- Requirement of 3 year records retention schedule or until all pending audits resolved.
- Detailed audit requirements and authority.
- Required periodic financial reporting.
- Other (Specify)
- Other (Specify)

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

- Receipt and verification of eligibility of service provider to receive state funds.

Date Reviewed:

- Verification that service provider is in "good standing" with Texas Comptroller of Public Accounts. [Attach website printout, if applicable]

Date Reviewed:

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

Date Assessed:

Date Assessed:

Date Assessed:

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

Date Assessed:

Date Assessed:

Date Assessed:

- Receipt and review of financial statements or audit.

Date Reviewed:

- Other (Specify)

Date:

- Other (Specify)

Date:

Complete Section C and D at end of review period:

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

- Satisfactory**

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

[if checked, please complete Section D below]

Exhibit "A"

- D. If Performance was unsatisfactory, please describe any actions (e.g., sanction, penalties, etc.) taken regarding service provider in Section IV of this document.

Section IV
Clearly Defined Sanctions or Penalties for
Contract Non-Compliance and Termination Provisions

[The TJPC State Financial Assistance Contract requires that contracts with private service providers paid in whole or part with state funds shall include clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail the contractual sanctions, penalties and termination requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year the service provider's overall performance under Section IV

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

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

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

- Contract Terminated (Specify details)

Date:

- Sanction Imposed (Specify details)

Date:

Date:

Date:

Date:

- Payment withheld, suspended, reduced (Specify details)

Date:

Date:

Date:

Date:

- Refund of payment (Specify details)

Date:

Date:

- Legal action (Specify details)

Date:

- Service Provider ineligible for future contracts (Specify)

Date:

- Other (Specify)

Date:

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