



STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**FAMILY AND DOMESTIC VIOLENCE INTERVENTION AND PREVENTION  
SERVICES FOR THE JUVENILE PROBATION DEPARTMENT**

This agreement is entered into by El Paso County, on behalf of the Juvenile Probation Department, hereinafter known as "JPD" and the Center Against Family Violence (CAFV), hereinafter known as "Contractor".

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

Contractor shall perform the following services for the JPD:

- 1.1 Purpose: To provide first offenders referred to the El Paso County Juvenile Probation Department (JPD) on assault family violence charges an opportunity to be diverted from the formal juvenile justice system by offering them and their parents, family violence prevention/intervention classes. This program will allow the youth referred an alternative to adjudication and formal probation by allowing them to complete a formal program which will include diversion supervision, case management, community based services and the opportunity to have the charges dismissed by the county attorney's department upon successful completion of all program requirements. Contractor will provide a series of educational groups to juveniles and their parents. Groups will focus on behavior modification techniques that increase the youth's knowledge of domestic violence, the ramifications of being a batterer, and the effects of victimization. The groups will incorporate strength based approaches which focus on family unity and communication as a positive means to prevent future acts of violence.
  
- 1.2 The program is designed to divert juveniles from the formal court and probation system. Families will be offered education and intervention services to address family and domestic violence issues as part of the Deferred Prosecution Program. This program is designed as a collaborative approach whereby a probation officer will be providing case management and will work closely with the selected service provider to ensure compliance with the program. Maximum length of stay in this deferred prosecution program is 6 months. Contractor will assign a male/female team who can adequately serve bilingual and monolingual Spanish and English speaking families.

### 1.3 Scope of Work:

#### 1.3.1 Educational Classes

- a. Educational classes will be provided and shall include the following topics:
  - Dynamics of Family Violence;
  - Respect and Trust;
  - Healthy Choices in Relationships;
  - Honesty and Accountability for One's Actions;
  - Anger (and the various ways to cope with anger);
  - Effective Communication;
  - Peer Pressure;
  - Self-Esteem and Gender Roles;
  - Sexual Respect;
  - Violence within the Family, and
  - Non-Violence and the ability to continuously live a non-violent life.
- b. Classes will be provided simultaneously to juveniles and parents, in two separate groups.
- c. Maximum participant number for juvenile group will be 13.
- d. Maximum participant number for parent group will be 26
- e. Classes will be held one time per week for 1.5 hours for a total of 12 weeks.
- f. Classes will incorporate a "snack" time for both parent and juvenile groups.
- g. Four 12 week sessions will be held per fiscal year in order to serve approximately 50 youth.
- h. A minimum of 10 cases must be open at all times.
- i. Juvenile and Parent groups shall only be provided to juveniles and parents referred by the Juvenile Probation Department. Groups shall not be combined with non Juvenile Probation Department referrals.

#### 1.3.2. Documentation/Communication

- a. Prior to opening a case the assigned team, which will consist of the probation officer and program facilitator, will schedule an interview in the juvenile's home. The purpose of the interview is to meet the family, provide a program orientation, identify areas that need to be addressed, and provide the family an opportunity to voluntarily accept the services available. The interview must be completed prior to opening a case.

- b. Contractor shall coordinate and include the juvenile and parent(s) and JPO's in developing and updating case plans. All case plans shall be typed, dated, and signed by the provider team (Provider, Juvenile Probation Officer, Juvenile, and Parent(s)) for each participant within 2 business days of opening the case. Case plan shall include identified goals/objectives, modalities to be utilized to reach goals/objectives, and frequency of intervention. Contact information for the provider team members and probation officer assigned shall be listed on the report.
- c. Reviews will be held bi-weekly to monitor the outlined objectives and goals. These reviews are designed to monitor the implementation and measure the level of achievement of the goals and objectives in the initial case plan or revised case plans.
- d. All documents submitted by Contractor shall be typed with a copy provided to the supervising probation officer and program coordinator on a timely basis.
- e. Contractor shall submit weekly progress report with measurable outcomes, obstacles encountered, and recommendations for the upcoming weeks. Weekly progress reports shall be submitted on a timely basis prior to requesting reimbursement for services.
- f. Discharge summary shall be submitted within 5 working days upon case closure to the probation officer.
- g. Regular telephonic or in person communication with Probation Officers and Program Coordinator as required.

#### 1.4 Measurement of Program Outcomes

1. Total number of cases opened during fiscal year.
2. The rate of successful closures
3. The rate of unsuccessful closures
4. Total number of hours of participation from each juvenile participant
5. Total number of hours of participation from each parent/guardian participant
6. The rate of participation from each juvenile participant.
7. The rate of participation from each parent/guardian participant
8. Recidivism Rate (new adjudications based on same type of offense)
9. Out of home placement avoidance
10. Total number of meeting/training hours provided for juveniles
11. Total number of meeting/training hours provided for parents/guardians

---

## II. OTHER REQUIREMENTS

- 2.1 Knowledge of the juvenile probation systems in El Paso and familiarity and experience with working closely with the department, the Texas Department of Criminal Justice and its programmatic standards for the Battering Intervention and Prevention Project (BIPP).
- 2.2 Contractor will provide location where classes will be held.
- 2.3 Contractor will provide Certificates of Completion upon discharge from the program.
- 2.4 Contractor will provide on-site education training to key personnel that include evidenced based practices (EBP), principles of effective intervention and motivational interviewing.
- 2.5 Contractor will also provide a one (1) hour class a minimum of two (2) times a year to JPD staff in coordination with the El Paso County Juvenile Probation Department. Contractor will explain the services delivered to participants and families as part of their contractual agreement.
- 2.6 Contractor may be called to testify in a Court of Law.

## III. COST

- 3.1 Contractor shall be paid thirteen dollars (\$13.00) per juvenile for each group session. Each session shall be for 1 ½ hour once a week and serving a maximum of thirteen juveniles.
- 3.2 Contractor shall be paid a total of six dollars and fifty cents (\$6.50) per parent and/or caregiver of juvenile for parenting group. Each session shall be for 1 ½ hour once a week and serving a maximum of 26 parents and /or caregivers.
- 3.3 The department will not be financially responsible for any missed classes or appointments by parents or juvenile.
- 3.4 Administrative expenses, transportation, communications with family, snacks, supplies, and any direct or indirect cost are inclusive of all services provided and may not be billed as a separate cost. Costs to include all typed and signed documentation/reports to the Juvenile Probation Department. The department will not be financially responsible for missed appointments by parents or juvenile. The Department will not be responsible for any fees if provider is called to testify in court.
- 3.5 An authorization of service contract must be approved by the Juvenile Probation Department and submitted to the contractor prior to services being rendered.

- 3.6 Contractor shall submit claims for juvenile services independently from parent services. All invoices must bear Contractor'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 Contractor can be reached during normal business hours. Contractor's invoice must indicate an invoice number and contract number KK09472, juvenile's and/or parent(s) name, type of service and related cost. Copy of sign in sheet must be included with invoice as supporting documentation for payment. If the copy of sign in sheet 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.

#### **IV. TERM and TERMINATION**

- 4.1 This Agreement shall be effective upon execution and shall continue for one year. 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 Contractor. Any such extensions are subject to availability of funds provided and approved by Commissioner's Court.
- 4.2 Termination: The County or Contractor may terminate this Agreement at any time by giving thirty (30) days written notice, sent certified mail (Return Receipt Requested), 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: Roger Martinez, Chief  
Juvenile Probation Officer  
El Paso County Juvenile Probation Department  
6400 Delta Drive  
El Paso, TX 79905-5408

To Contractor: Center Against Family Violence  
ATTN: Stephanie Karr, CEO  
580 Giles  
El Paso, TX 79915

#### **V. Records and Reporting**

- 5.1 Contractor shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, the State of Texas, or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called the Records.

5.2 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.

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

5.4 Periodic Financial Reporting:

Contractor shall provide semi-annual, 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.

- 5.5 Contractor shall ensure that 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 B-1, B-2 and B-3**) in order to allow the Juvenile Probation Department to perform the criminal records and Sex Offender background check, as well as Sex Offender background check through the Texas Department of Public Safety.

- 5.6 Contractor must be familiar with 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.
- 5.7 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 certification is inaccurate.
- 5.8 Contractor certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.  
**(EXHIBIT C)**
- 5.9 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 El Paso County or JPD in the event El Paso County or 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 El Paso County or JPD.
- 5.10 **SANCTIONS:** JPD shall conduct financial and programmatic monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the contract every six months through the use of the Private Vendor Contractual Monitors and Evaluation Report. Contractor agrees to cooperate fully with County's monitoring. JPD will notify the Contractor in writing of any deficiencies noted during such monitoring and may initiate the withholding, suspension or reduction of payments as appropriate, based upon such monitoring.  
**(EXHIBIT A)**
- 5.11 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. Contractor may be ineligible to receive future contracts.
- 5.11(1) 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.

5.11(2) 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.

5.11(3) Contractor shall ensure that all files and records generated or created, pursuant to this contract containing individually, identifiable health information in electronic, paper and oral form also known as protected health information (PHI) is maintained and/or disseminated in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**VI. 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.

**VII. 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.

**VIII. 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.

**IX. INDEMNIFICATION:**

9.1. Contractor shall defend, indemnify and hold harmless El Paso County and the El Paso County Juvenile Board, their 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.

9.2. Contractor shall maintain at Contractor's own expense, professional 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 of El Paso shall be given at least thirty (30) days advance written notice of any lapse, amendment or cancellation.

- 9.3. Contractor shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$300,000.00 for personal injury and \$100,000.00 for property damage. Such policies shall be with an insurance company licensed to do business or admitted on a surplus line basis in Texas and shall be satisfactory to the County. All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.

**X. 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.

**XI. 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.

**XII. NONDISCRIMINATION AND EQUAL OPPORTUNITY:**

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

IN WITNESS WHEREOF, the parties execute this agreement on the 22nd day of February, 2010.

**ATTEST:**

**THE COUNTY OF EL PASO**

*Debra Briones*  
County Clerk

*Anthony Cobos*  
Hon. Anthony Cobos  
County Judge

2/22/10  
Date

**APPROVED AS TO FORM:**

**Center Against Family Violence**

*Kitty Schuel*  
Assistant County Attorney

*Stephanie Karr*  
Stephanie Karr  
Chief Executive Officer

3-8-10  
Date

**(Signer must have legal authority to bind Corporation)**

**APPROVED AS TO CONTENT:**

*[Signature]*  
Roger Martinez  
Chief Juvenile Probation Officer

3/2/10  
Date



# Texas Juvenile Probation Commission

## Private Service Provider Contractual Monitoring and Evaluation Report<sup>1</sup>

### NON-RESIDENTIAL PRODUCTS AND SERVICES

#### GENERAL INFORMATION

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

#### PROVIDER INFORMATION

Name of Private Non-Residential Service Provider		Applicable Dates of Contract	
Mailing Address of Service Provider		City, State	Zip Code
Phone Number (000-000-0000)	Fax Number (000-000-0000)	E-Mail Address:	
Description and Frequency of Contracted Service		Type of Non-Residential Service: <input type="checkbox"/> Counseling Services <input type="checkbox"/> Psychological Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Products or Services <input type="checkbox"/> Programs <input type="checkbox"/> Supervision Services <input type="checkbox"/> Other	

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

#### Overall Review of Service Provider Performance

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

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

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

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

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

The evaluator(s) completing this form should:

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

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

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

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

- Services were provided by the service provider in a timely manner.

Date Assessed:  
Date Assessed:  
Date Assessed:

- Number of contracted units or products provided as required in contract.

Date Assessed:  
Date Assessed:  
Date Assessed:

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

Date Assessed:  
Date Assessed:

**Date Assessed:**

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

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

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

Date Assessed:  
Date Assessed:  
Date Assessed:

- Quality assurance review of produced product.

Date Assessed:  
Date Assessed:  
Date Assessed:

- Other (specify)

**Complete Section D and E at end of review period:**

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

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

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

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

## Section II General Legal and Regulatory Compliance of Service Provider

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

The evaluator(s) completing this form should:

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

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

- Requirement of compliance with all state and federal laws applicable to service provider and provision of services.
- Requirement of current state license, certification, or other necessary regulatory permits, etc.
- Requirement of professional credentials and licensing of staff as appropriate.
- Requirement that service provider disclose any pending or initiated criminal or governmental investigations related to service provider (e.g., FBI, DOJ, TJPC, etc.).
- Other (Specify)
- Other (Specify)

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

- Receipt and/or verification of professional credentials and required licensing of individual, if required.

**Date Assessed:**

- Receipt and/or verification of applicable licensure, certification, or permits.

**Date Assessed:**

- Reference check of provider and/or staff documented.

**Date Conducted:**

- Review prior complaints (if any) against provider.

**Date Reviewed:**

- Review Better Business Bureau information, if any.

**Date Reviewed:**

- Other (Specify)

**Date:**

- Other (Specify)

**Date:**

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

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

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

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

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

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

The evaluator(s) completing this form should:

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

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

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

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

- Receipt and verification of eligibility of service provider to receive state funds.  
  
Date Reviewed:
- Verification that service provider is in "good standing" with Texas Comptroller of Public Accounts. [Attach website printout, if applicable]

**Date Reviewed:**

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

**Date Assessed:**

**Date Assessed:**

**Date Assessed:**

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

**Date Assessed:**

**Date Assessed:**

**Date Assessed:**

- Receipt and review of financial statements or audit.

**Date Reviewed:**

- Other (Specify)

**Date:**

- Other (Specify)

**Date:**

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

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

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

[if checked, please complete Section D below]

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

---

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

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

The evaluator(s) completing this form should:

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

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

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

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

- Contract Terminated (Specify details)

Date:

- Sanction Imposed (Specify details)

Date:

Date:

Date:

Date:

- Payment withheld, suspended, reduced (Specify details)

Date:

Date:

Date:

Date:

- Refund of payment (Specify details)

Date:

Date:

- Legal action (Specify details)

Date:

- Service Provider ineligible for future contracts (Specify)

Date:

- Other (Specify)

Date:

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

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

THE HONORABLE YAHARA L. GUTIERREZ  
JUVENILE JUDGE  
65<sup>th</sup> DISTRICT COURT  
EL PASO COUNTY

ROGER MARTINEZ  
CHIEF JUVENILE OFFICER  
JUDGE ENRIQUE H. PEÑA  
JUVENILE JUSTICE CENTER  
EL PASO COUNTY

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

I authorize the release of all confidential records and information pertaining to TCIC/NCIC Records / Police /  
Records / Sheriff's Records concerning myself to the 65<sup>th</sup> Judicial District Court and to the El Paso County Judge  
Enrique H. Peña Juvenile Justice Center.

TCIC/NCIC/Police/Sheriff's Records

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**EL PASO COUNTY  
JUDGE ENRIQUE H. PEÑA  
JUVENILE JUSTICE CENTER**

**TCIC/NCIC CONTRACTOR RECORDS CHECK REQUEST**

REQUESTED BY: \_\_\_\_\_ APPROVED: \_\_\_\_\_

DIRECTOR

PURPOSE: COMPLIANCE CONTRACTUAL REQUIREMENT

DATE REQUESTED: \_\_\_\_\_

Criminal Records Check Requested on:

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

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

Date \_\_\_\_\_



RICHARD L. AINSA  
REFEREE  
JUVENILE COURT I

MARIA T. LEYVA-LIGON  
REFEREE  
JUVENILE COURT II

JUDGE ENRIQUE H. PEÑA  
JUVENILE JUSTICE CENTER

YAHARA LISA GUTIERREZ  
JUDGE  
65TH JUDICIAL DISTRICT COURT

ROGER MARTINEZ  
CHIEF  
JUVENILE PROBATION OFFICER

MARC MARQUEZ  
DEPUTY CHIEF  
JUVENILE SERVICES

LORENA HEREDIA, CPA  
DEPUTY CHIEF  
FINANCE AND OPERATIONS

El Paso Sheriff's Department ID&R  
Sex Offender Registration Check

In accordance with Texas Juvenile Probation Commission, registration of Sex Offenders, I request a check of Sex Offenders Registration Data Base on the following individuals:

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

Please sign and date this form and indicate whether or not there are records on the above named individual(s) and return it to the El Paso County Juvenile Probation Department, Attention **ANGELIQUE GAXIOLA, ACCOUNTANT.**

Records Check Conducted by:

_____	_____	_____
<b>Name</b>	<b>Title</b>	<b>Date</b>

AN EQUAL OPPORTUNITY EMPLOYER



RICHARD L. AINSA  
REFEREE  
JUVENILE COURT I

MARIA T. LEYVA-LIGON  
REFEREE  
JUVENILE COURT II

JUDGE ENRIQUE H. PEÑA  
JUVENILE JUSTICE CENTER

YAHARA LISA GUTIERREZ  
JUDGE  
65TH JUDICIAL DISTRICT COURT

ROGER MARTINEZ  
CHIEF  
JUVENILE PROBATION OFFICER

MARC MARQUEZ  
DEPUTY CHIEF  
JUVENILE SERVICES

LORENA HEREDIA, CPA  
DEPUTY CHIEF  
FINANCE AND OPERATIONS

El Paso Police Department ID&R  
Sex Offender Registration Check

In accordance with Texas Juvenile Probation Commission, registration of Sex Offenders, I request a check of Sex Offenders Registration Data Base on the following individuals:

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

Please sign and date this form and indicate whether or not there are records on the above named individual(s) and return it to the El Paso County Juvenile Probation Department, Attention **ANGELIQUE GAXIOLA, ACCOUNTANT.**

Records Check Conducted by:

_____	_____	_____
<b>Name</b>	<b>Title</b>	<b>Date</b>

AN EQUAL OPPORTUNITY EMPLOYER

STATE OF TEXAS     )  
                                  )  
COUNTY OF EL PASO)

**AMENDMENT TO SERVICES AGREEMENT**

This Amendment is made to the Services Agreement by and between El Paso County, on behalf of the Juvenile Probation Department, hereinafter known as "JPD" and the Center Against Family Violence (CAFV), hereinafter known as "Contractor" which commenced on February 22, 2010.

WHEREAS, Section X of the Agreement provides that the Agreement may be amended or modified by a written instrument signed by the parties to the Agreement;

NOW THEREFORE it is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed Agreement, effective February 22, 2010 as follows:

I. SECTION I., PARAGRAPH 1.1 OF THE AGREEMENT IS AMENDED TO READ AS FOLLOWS:

1.1. Purpose: To provide first offenders referred to the El Paso County Juvenile Probation Department (JPD) on assault family violence charges or on any juvenile offense identified as involving family conflict or family violence an opportunity to be diverted from the formal juvenile justice system by offering them and their parents, family violence prevention/intervention classes. The program will allow the youth referred an alternative to adjudication and formal probation by allowing them to complete a formal program which will include diversion supervision, case management, community based services and the opportunity to have the charge dismissed by the County Attorney's Office upon successful completion of all program requirements. Contractor will provide a series of education groups to juveniles and their parents. Groups will focus on behavior modification techniques that increase the youth's knowledge of domestic violence, the ramifications of being a batterer, and the effects of victimization. The groups will incorporate strength based approaches which focus on family unity and communication as a positive means to prevent future acts of violence.

II. SECTION I., PARAGRAPH 1.3 OF THE AGREEMENT IS AMENDED TO READ AS FOLLOWS:

1.3 Scope of Work:

1.3.1 Educational Classes

a. Educational classes will be provided and shall include the following topics:

- Dynamics of Family Violence;
- Respect and Trust;
- Healthy Choices in Relationships;
- Honesty and Accountability for One's Actions;
- Anger (and the various ways to cope with anger);
- Effective Communication;
- Peer Pressure;
- Self-Esteem and Gender Roles;
- Sexual Respect;
- Violence within the Family, and
- Non-Violence and the ability to continuously live a non-violent life.

b. Classes will be provided simultaneously to juveniles and parents, in two separate groups.

c. Maximum participant number for juvenile group will be 13.

4410-415

- d. Maximum participant number for parent group will be 26.
- e. Classes will be held one time per week for 1.5 hours for a total of 12 weeks. Juveniles will be accepted in the educational classes as they are referred.
- f. Juvenile and their parents may be allowed up to two absences at the discretion of the Contractor. If a juvenile or parent is absent, Contractor may provide them coursework to makeup for missed sessions.
- g. Classes will incorporate a "snack" time for both parent and juvenile groups.
- h. Four (4) twelve (12) week sessions will be held per fiscal year in order to serve approximately fifty (50) youth.
- i. A minimum of ten (10) cases must be open at all times.
- j. Juvenile and parent groups shall only be provided to juveniles and parents referred by JPD. Groups shall not be combined with non JPD referrals

III. SECTION I., PARAGRAPH 1.3.2, SUBSECTION C OF THE AGREEMENT IS AMENDED TO READ AS FOLLOWS:

1.3.2 Documentation/Communication

- c. Case Management Reviews will be held once a month to monitor the outlined objectives and goals. These reviews are designed to monitor the implementation and measure the level of achievement of the goals and objectives in the initial case plan or revised case plans.

All other terms and conditions not amended herein to remain in full force and effect.

IN WITNESS HEREOF, the parties have executed this agreement at El Paso, Texas on the 4th day of October, 2010

COUNTY:  
The County of El Paso, Texas

CONTRACTOR:  
Center Against Family Violence

By: Anthony Cobos  
County Judge Anthony Cobos

By: Stephanie Karr  
Stephanie Karr  
Chief Executive Officer

ATTEST:  
Debra Briones  
County Clerk

APPROVED AS TO CONTENT:  
Roger Martinez  
Roger Martinez

DATE



STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**FAMILY AND DOMESTIC VIOLENCE INTERVENTION AND PREVENTION  
SERVICES FOR THE JUVENILE PROBATION DEPARTMENT**

This agreement is entered into by El Paso County, on behalf of the Juvenile Probation Department, hereinafter known as "JPD" and the Center Against Family Violence (CAFV), hereinafter known as "Contractor".

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

Contractor shall perform the following services for the JPD:

- 1.1 Purpose: To provide first offenders referred to the El Paso County Juvenile Probation Department (JPD) on assault family violence charges an opportunity to be diverted from the formal juvenile justice system by offering them and their parents, family violence prevention/intervention classes. This program will allow the youth referred an alternative to adjudication and formal probation by allowing them to complete a formal program which will include diversion supervision, case management, community-based services and the opportunity to have the charges dismissed by the county attorney's department upon successful completion of all program requirements. Contractor will provide a series of educational groups to juveniles and their parents. Groups will focus on behavior modification techniques that increase the youth's knowledge of domestic violence, the ramifications of being a batterer, and the effects of victimization. The groups will incorporate strength based approaches which focus on family unity and communication as a positive means to prevent future acts of violence.
  
- 1.2 The program is designed to divert juveniles from the formal court and probation system. Families will be offered education and intervention services to address family and domestic violence issues as part of the Deferred Prosecution Program. This program is designed as a collaborative approach whereby a probation officer will be providing case management and will work closely with the selected service provider to ensure compliance with the program. Maximum length of stay in this deferred prosecution program is 6 months. Contractor will assign a male/female team who can adequately serve bilingual and monolingual Spanish and English speaking families.

---

1.3 Scope of Work:

1.3.1 Educational Classes

a. Educational classes will be provided and shall include the following topics:

- Dynamics of Family Violence;
- Respect and Trust;
- Healthy Choices in Relationships;
- Honesty and Accountability for One's Actions;
- Anger (and the various ways to cope with anger);
- Effective Communication;
- Peer Pressure;
- Self-Esteem and Gender Roles;
- Sexual Respect;
- Violence within the Family, and
- Non-Violence and the ability to continuously live a non-violent life.

b. Classes will be provided simultaneously to juveniles and parents, in two separate groups.

c. Maximum participant number for juvenile group will be 13.

d. Maximum participant number for parent group will be 26

e. Classes will be held one time per week for 1.5 hours for a total of 12 weeks.

f. Classes will incorporate a "snack" time for both parent and juvenile groups.

g. Four 12 week sessions will be held per fiscal year in order to serve approximately 50 youth.

h. A minimum of 10 cases must be open at all times.

i. Juvenile and Parent groups shall only be provided to juveniles and parents referred by the Juvenile Probation Department. Groups shall not be combined with non Juvenile Probation Department referrals.

1.3.2. Documentation/Communication

a. Prior to opening a case the assigned team, which will consist of the probation officer and program facilitator, will schedule an interview in the juvenile's home. The purpose of the interview is to meet the family, provide a program orientation, identify areas that need to be addressed, and provide the family an opportunity to voluntarily accept the services available. The interview must be completed prior to opening a case.

- 
- b. Contractor shall coordinate and include the juvenile and parent(s) and JPO's in developing and updating case plans. All case plans shall be typed, dated, and signed by the provider team (Provider, Juvenile Probation Officer, Juvenile, and Parent(s)) for each participant within 2 business days of opening the case. Case plan shall include identified goals/objectives, modalities to be utilized to reach goals/objectives, and frequency of intervention. Contact information for the provider team members and probation officer assigned shall be listed on the report.
  - c. Reviews will be held bi-weekly to monitor the outlined objectives and goals. These reviews are designed to monitor the implementation and measure the level of achievement of the goals and objectives in the initial case plan or revised case plans.
  - d. All documents submitted by Contractor shall be typed with a copy provided to the supervising probation officer and program coordinator on a timely basis.
  - e. Contractor shall submit weekly progress report with measurable outcomes, obstacles encountered, and recommendations for the upcoming weeks. Weekly progress reports shall be submitted on a timely basis prior to requesting reimbursement for services.
  - f. Discharge summary shall be submitted within 5 working days upon case closure to the probation officer.
  - g. Regular telephonic or in person communication with Probation Officers and Program Coordinator as required.

1.4 Measurement of Program Outcomes

- 1. Total number of cases opened during fiscal year.
- 2. The rate of successful closures
- 3. The rate of unsuccessful closures
- 4. Total number of hours of participation from each juvenile participant
- 5. Total number of hours of participation from each parent/guardian participant
- 6. The rate of participation from each juvenile participant.
- 7. The rate of participation from each parent/guardian participant
- 8. Recidivism Rate (new adjudications based on same type of offense)
- 9. Out of home placement avoidance
- 10. Total number of meeting/training hours provided for juveniles
- 11. Total number of meeting/training hours provided for parents/guardians

---

## **II. OTHER REQUIREMENTS**

- 2.1 Knowledge of the juvenile probation systems in El Paso and familiarity and experience with working closely with the department, the Texas Department of Criminal Justice and its programmatic standards for the Battering Intervention and Prevention Project (BIPP).
- 2.2 Contractor will provide location where classes will be held.
- 2.3 Contractor will provide Certificates of Completion upon discharge from the program.
- 2.4 Contractor will provide on-site education training to key personnel that include evidenced based practices (EBP), principles of effective intervention and motivational interviewing.
- 2.5 Contractor will also provide a one (1) hour class a minimum of two (2) times a year to JPD staff in coordination with the El Paso County Juvenile Probation Department. Contractor will explain the services delivered to participants and families as part of their contractual agreement.
- 2.6 Contractor may be called to testify in a Court of Law.

---

## **III. COST**

- 3.1 Contractor shall be paid thirteen dollars (\$13.00) per juvenile for each group session. Each session shall be for 1 ½ hour once a week and serving a maximum of thirteen juveniles.
- 3.2 Contractor shall be paid a total of six dollars and fifty cents (\$6.50) per parent and/or caregiver of juvenile for parenting group. Each session shall be for 1 ½ hour once a week and serving a maximum of 26 parents and /or caregivers.
- 3.3 The department will not be financially responsible for any missed classes or appointments by parents or juvenile.
- 3.4 Administrative expenses, transportation, communications with family, snacks, supplies, and any direct or indirect cost are inclusive of all services provided and may not be billed as a separate cost. Costs to include all typed and signed documentation/reports to the Juvenile Probation Department. The department will not be financially responsible for missed appointments by parents or juvenile. The Department will not be responsible for any fees if provider is called to testify in court.
- 3.5 An authorization of service contract must be approved by the Juvenile Probation Department and submitted to the contractor prior to services being rendered.

- 3.6 Contractor shall submit claims for juvenile services independently from parent services. All invoices must bear Contractor'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 Contractor can be reached during normal business hours. Contractor's invoice must indicate an invoice number and contract number KK09472, juvenile's and/or parent(s) name, type of service and related cost. Copy of sign in sheet must be included with invoice as supporting documentation for payment. If the copy of sign in sheet 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.

#### **IV. TERM and TERMINATION**

- 4.1 This Agreement shall be effective upon execution and shall continue for one year. 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 Contractor. Any such extensions are subject to availability of funds provided and approved by Commissioner's Court.
- 4.2 Termination: The County or Contractor may terminate this Agreement at any time by giving thirty (30) days written notice, sent certified mail (Return Receipt Requested), 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: Roger Martinez, Chief  
Juvenile Probation Officer  
El Paso County Juvenile Probation Department  
6400 Delta Drive  
El Paso, TX 79905-5408

To Contractor: Center Against Family Violence  
ATTN: Stephanie Karr, CEO  
580 Giles  
El Paso, TX 79915

#### **V. Records and Reporting**

- 5.1 Contractor shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, the State of Texas, or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called the Records.

---

5.2 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.

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

---

5.4 Periodic Financial Reporting:

Contractor shall provide semi-annual, 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.
- 5.5 Contractor shall ensure that 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 B-1, B-2 and B-3) in order to allow the Juvenile Probation Department to perform the criminal records and Sex Offender background check, as well as Sex Offender background check through the Texas Department of Public Safety.

- 5.6 Contractor must be familiar with 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.
- 5.7 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 certification is inaccurate.
- 5.8 Contractor certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts. **(EXHIBIT C)**
- 5.9 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 El Paso County or JPD in the event El Paso County or 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 El Paso County or JPD.
- 5.10 **SANCTIONS:** JPD shall conduct financial and programmatic monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the contract every six months through the use of the Private Vendor Contractual Monitors and Evaluation Report. Contractor agrees to cooperate fully with County's monitoring. JPD will notify the Contractor in writing of any deficiencies noted during such monitoring and may initiate the withholding, suspension or reduction of payments as appropriate, based upon such monitoring. **(EXHIBIT A)**
- 5.11 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. Contractor may be ineligible to receive future contracts.
- 5.11(1) 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.

---

5.11(2) 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.

5.11(3) Contractor shall ensure that all files and records generated or created, pursuant to this contract containing individually, identifiable health information in electronic, paper and oral form also known as protected health information (PHI) is maintained and/or disseminated in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**VI. 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.

**VII. 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.

**VIII. 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.

**IX. INDEMNIFICATION:**

9.1. Contractor shall defend, indemnify and hold harmless El Paso County and the El Paso County Juvenile Board, their 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.

9.2. Contractor shall maintain at Contractor's own expense, professional 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 of El Paso shall be given at least thirty (30) days advance written notice of any lapse, amendment or cancellation.

- 9.3. Contractor shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$300,000.00 for personal injury and \$100,000.00 for property damage. Such policies shall be with an insurance company licensed to do business or admitted on a surplus line basis in Texas and shall be satisfactory to the County. All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.

**X. 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.

**XI. 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.

**XII. NONDISCRIMINATION AND EQUAL OPPORTUNITY:**

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

IN WITNESS WHEREOF, the parties execute this agreement on the 22nd day of February, 2010.

**ATTEST:**

*Debra Briones*  
County Clerk

**THE COUNTY OF EL PASO**

*Anthony Cobos*  
Hon. Anthony Cobos  
County Judge

2/22/10  
Date

**APPROVED AS TO FORM:**

*Kathy Schuel*  
Assistant County Attorney

**Center Against Family Violence**

*Stephanie Karr*  
Stephanie Karr  
Chief Executive Officer

3-8-10  
Date

**(Signer must have legal authority to bind Corporation)**

**APPROVED AS TO CONTENT:**

*[Signature]*  
Roger Martinez  
Chief Juvenile Probation Officer

3/2/10  
Date



**Texas Juvenile Probation Commission**  
**Private Service Provider Contractual Monitoring and Evaluation Report<sup>1</sup>**

**NON-RESIDENTIAL PRODUCTS AND SERVICES**

**GENERAL INFORMATION**

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

**PROVIDER INFORMATION**

Name of Private Non-Residential Service Provider		Applicable Dates of Contract	
Mailing Address of Service Provider		City, State	Zip Code
Phone Number (000-000-0000)	Fax Number (000-000-0000)	E-Mail Address:	
Description and Frequency of Contracted Service		Type of Non-Residential Service: <input type="checkbox"/> Counseling Services <input type="checkbox"/> Psychological Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Products or Services <input type="checkbox"/> Programs <input type="checkbox"/> Supervision Services <input type="checkbox"/> Other	

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

Overall Review of Service Provider Performance	Satisfactory	Unsatisfactory*
<b>Section I.</b> Performance of Contract Goals, Outputs and Outcomes (see Page 2)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Section II.</b> Compliance with Applicable General Legal Requirements (see Page 3)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Section III.</b> Compliance with Accounting, Reporting and Auditing Requirements applicable to state funds received under the contract. (See Page 4)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall Performance and Compliance of Service Provider for this Review Period</b>	<input type="checkbox"/>	<input type="checkbox"/>

Is Service Provider Eligible for Contract Renewal? Yes\*  No

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

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

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

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

The evaluator(s) completing this form should:

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

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

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

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

- Services were provided by the service provider in a timely manner.

Date Assessed:  
Date Assessed:  
Date Assessed:

- Number of contracted units or products provided as required in contract.

Date Assessed:  
Date Assessed:  
Date Assessed:

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

Date Assessed:  
Date Assessed:

**Date Assessed:**

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

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

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

Date Assessed:  
Date Assessed:  
Date Assessed:

- Quality assurance review of produced product.

Date Assessed:  
Date Assessed:  
Date Assessed:

- Other (specify)

**Complete Section D and E at end of review period:**

**D. Overall performance of non-residential service provider in Section I (Contract Goals, Outputs and Measurable Outcomes that Relate Directly to Program Objectives)**  
[Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section I]

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

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

## Section II General Legal and Regulatory Compliance of Service Provider

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

The evaluator(s) completing this form should:

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

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

- Requirement of compliance with all state and federal laws applicable to service provider and provision of services.
- Requirement of current state license, certification, or other necessary regulatory permits, etc.
- Requirement of professional credentials and licensing of staff as appropriate.
- Requirement that service provider disclose any pending or initiated criminal or governmental investigations related to service provider (e.g., FBI, DOJ, TJPC, etc.).
- Other (Specify)
- Other (Specify)

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

- Receipt and/or verification of professional credentials and required licensing of individual, if required.

**Date Assessed:**

- Receipt and/or verification of applicable licensure, certification, or permits.

**Date Assessed:**

- Reference check of provider and/or staff documented.

**Date Conducted:**

- Review prior complaints (if any) against provider.

**Date Reviewed:**

- Review Better Business Bureau information, if any.

**Date Reviewed:**

- Other (Specify)

**Date:**

- Other (Specify)

**Date:**

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

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

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

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

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

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

**The evaluator(s) completing this form should:**

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

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

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

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

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

**Date Reviewed:**

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

**Date Reviewed:**

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

**Date Assessed:**

**Date Assessed:**

**Date Assessed:**

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

**Date Assessed:**

**Date Assessed:**

**Date Assessed:**

- Receipt and review of financial statements or audit.

**Date Reviewed:**

- Other (Specify)

**Date:**

- Other (Specify)

**Date:**

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

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

- Satisfactory**

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



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

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

The evaluator(s) completing this form should:

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

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

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

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

- Contract Terminated (Specify details)  
Date:
- Sanction Imposed (Specify details)  
Date:  
Date:  
Date:

Date:

- Payment withheld, suspended, reduced (Specify details)

Date:

Date:

Date:

Date:

- Refund of payment (Specify details)

Date:

Date:

- Legal action (Specify details)

Date:

- Service Provider ineligible for future contracts (Specify)

Date:

- Other (Specify)

Date:

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

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

THE HONORABLE YAHARA L. GUTIERREZ  
JUVENILE JUDGE  
65<sup>th</sup> DISTRICT COURT  
EL PASO COUNTY

ROGER MARTINEZ  
CHIEF JUVENILE OFFICER  
JUDGE ENRIQUE H. PEÑA  
JUVENILE JUSTICE CENTER  
EL PASO COUNTY

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

I authorize the release of all confidential records and information pertaining to TCIC/NCIC Records / Police /  
Records / Sheriff's Records concerning myself to the 65<sup>th</sup> Judicial District Court and to the El Paso County Judge  
Enrique H. Peña Juvenile Justice Center.

\_\_\_\_\_  
TCIC/NCIC/Police/Sheriff's Records

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**EL PASO COUNTY  
JUDGE ENRIQUE H. PEÑA  
JUVENILE JUSTICE CENTER**

**TCIC/NCIC CONTRACTOR RECORDS CHECK REQUEST**

REQUESTED BY: \_\_\_\_\_ APPROVED: \_\_\_\_\_

DIRECTOR

PURPOSE: COMPLIANCE CONTRACTUAL REQUIREMENT

DATE REQUESTED: \_\_\_\_\_

Criminal Records Check Requested on:

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

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

Date \_\_\_\_\_



RICHARD L. AINSA  
REFEREE  
JUVENILE COURT I

MARIA T. LEYVA-LIGON  
REFEREE  
JUVENILE COURT II

**JUDGE ENRIQUE H. PEÑA  
JUVENILE JUSTICE CENTER**

**YAHARA LISA GUTIERREZ  
JUDGE  
65TH JUDICIAL DISTRICT COURT**

ROGER MARTINEZ  
CHIEF  
JUVENILE PROBATION OFFICER

MARC MARQUEZ  
DEPUTY CHIEF  
JUVENILE SERVICES

LORENA HEREDIA, CPA  
DEPUTY CHIEF  
FINANCE AND OPERATIONS

El Paso Sheriff's Department ID&R  
Sex Offender Registration Check

In accordance with Texas Juvenile Probation Commission, registration of Sex Offenders, I request a check of Sex Offenders Registration Data Base on the following individuals:

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

Please sign and date this form and indicate whether or not there are records on the above named individual(s) and return it to the El Paso County Juvenile Probation Department, Attention **ANGELIQUE GAXIOLA, ACCOUNTANT.**

Records Check Conducted by:

<b>Name</b>	<b>Title</b>	<b>Date</b>

AN EQUAL OPPORTUNITY EMPLOYER



RICHARD L. AINSA  
REFEREE  
JUVENILE COURT I

MARIA T. LEYVA-LIGON  
REFEREE  
JUVENILE COURT II

**JUDGE ENRIQUE H. PEÑA  
JUVENILE JUSTICE CENTER**

**YAHARA LISA GUTIERREZ  
JUDGE  
65TH JUDICIAL DISTRICT COURT**

ROGER MARTINEZ  
CHIEF  
JUVENILE PROBATION OFFICER

MARC MARQUEZ  
DEPUTY CHIEF  
JUVENILE SERVICES

LORENA HEREDIA, CPA  
DEPUTY CHIEF  
FINANCE AND OPERATIONS

El Paso Police Department ID&R  
Sex Offender Registration Check

In accordance with Texas Juvenile Probation Commission, registration of Sex Offenders, I request a check of Sex Offenders Registration Data Base on the following individuals:

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

Please sign and date this form and indicate whether or not there are records on the above named individual(s) and return it to the El Paso County Juvenile Probation Department, Attention **ANGELIQUE GAXIOLA, ACCOUNTANT.**

Records Check Conducted by:

_____	_____	_____
<b>Name</b>	<b>Title</b>	<b>Date</b>

AN EQUAL OPPORTUNITY EMPLOYER