

**AMENDMENT NO. 2 TO MASTER AGREEMENT FOR FULL BATTERY
PSYCHOLOGICAL EVALUATIONS BETWEEN THE COUNTY OF EL PASO, ON
BEHALF OF THE EL PASO COUNTY JUVENILE PROBATION DEPARTMENT AND
GUIDO A. BARRIENTOS, Ph.D.**

On the 1st day of May, 2010, El Paso County, Texas (the "COUNTY"), on behalf of the El Paso County Juvenile Probation Department ("JPD"), and Guido A. Barrientos, Ph.D. (the "CONTRACTOR") entered into an agreement for full battery psychological evaluations for JPD youth. (KK-10-161 attached hereto and made a part hereof for all purposes). The Agreement was amended on November 10, 2010 (KK-10-489 attached hereto and made a part hereof for all purposes). The Parties now desire to amend the Agreement for good and valuable consideration specified herein. All sections of the Agreement not specifically amended herein shall remain in full force and effect.

WHEREAS, Section 11 of the master agreement provides that the Agreement may be amended or modified by written instrument signed by the parties.

WHEREAS, El Paso County, on behalf of JPD, wishes to amend the Agreement.

NOW THEREFORE it is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed Agreement, effective May 1, 2012.

I. SECTION III OF THE AGREEMENT IS AMENDED TO READ AS FOLLOWS:

Term. This agreement shall be effective May 1, 2010, regardless of date of signatures, and shall continue until April 30, 2011. The County may exercise an option to renew from May 1, 2012 – September 30, 2012 and another option to renew from October 1, 2012 – September 30, 2013.

IN WITNESS WHEREOF, the parties execute this Amendment to Agreement on the 30th day of April, 2012

**COUNTY OF EL PASO
STATE OF TEXAS**

VERONICA ESCOBAR, COUNTY JUDGE

Date: _____

ATTEST:

DELIA BRIONES, EL PASO COUNTY CLERK

Date: _____

APPROVED AS TO CONTENT:

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT

By: _____
Roger Martinez, Chief Juvenile Probation Officer

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

Guido A. Barrientos, Ph.D.

By: _____
(Signor must have authority to bind company)

Date: _____



**COMMISSIONERS COURT
COMMUNICATION**

CONSENT OR REGULAR: **CONSENT**

CONTRACT REFERENCE NO
(IF APPLICABLE): **KK10-161**

SUBJECT: Approve and authorize the County Judge to exercise option to renew contract with Dr. Guido Barrientos to provide psychological evaluations to youth and/or parents involved in the juvenile justice system.

performance goal.

On April 26, 2010 the County of El Paso on behalf o the El Paso County Juvenile Probation Department awarded Dr. Guido Barrientos, PhD a contract to provide psychological evaluations for court ordered youth and parents as well as to ensure the necessary psychological evaluations was conducted for youth placed in a secure detention and/or post adjudication facility in accordance to the Title 37 of Texas Administrative Code and the State Standard as outlined in the Compliance Resource Manual”

- §343.100 Definitions and Applicability
- §343.348 Assessment of Suicide Risk
- §343.404 Mental Health Screenings
- §343.600 Required Pre-admission Records.

FISCAL IMPACT: None. Grant funds have been secured from the State to cover the cost of the evaluations.

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

On April 26, 2010 the County of El Paso on behalf of the El Paso County Juvenile Probation Department awarded the contract for full battery psychological evaluations to Dr. Guido Barrientos, PhD. On August 9, 2010 the County of El Paso on behalf of the El Paso County Juvenile Probation Department entered a contract for full battery psychological evaluation with Dr, Guido Barrientos (KK 10-161) to youth and parents of youth involved in the juvenile justice system. On November 1, 2010, an Amendment was signed (KK-10-489). On May 25, 2011 the option to renew the contract was exercised for a one year term as outlined in Term 6 of the contract with Dr. Guido Barrientos. The El Paso County Juvenile Probation would like to exercise its option to renew the contract with Dr, Guido Barrientos for the remainder of the one year renewal period as outlined in Term 6 of contract KK-10-161.

RECOMMENDATION: Approval of the renewal of the contract between the County of El Paso and Dr. Guido Barrientos, PhD for full battery psychological evaluations.

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney’s Office on behalf of the County of El Paso, it 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.

COUNTY ATTORNEY: Christina Sanchez

LEGAL REVIEW: Approved as to form as submitted

LEGAL REVIEW NOTES (If Applicable):

DATE: 4/23/2012

SUBMITTED BY:	Roger Martinez, Chief Juvenile Probation Officer
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STATE OF TEXAS)
)
COUNTY OF EL PASO)

FULL BATTERY PSYCHOLOGICAL EVALUATION

This agreement is entered into by and between El Paso County on behalf of the El Paso County Juvenile Probation Department, hereinafter known as "JPD," and Guido A. Barrientos, Ph.D., hereinafter known as "Contractor".

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

Contractor shall perform the following services for the JPD:

1.1 Contractor will objectively assess and appraise youths referred by the El Paso County Juvenile Probation Department in order to obtain a comprehensive evaluation to identify if a child has a mental disorder or other condition requiring therapeutic services and/or interventions. The evaluation shall also incorporate detailed information about the youth's level of functioning across a wide range of circumstances that may be relevant to the decision making process regarding the disposition of a youthful offender. The evaluation shall provide JPD and/or the Court with a structured, succinct and organized description of the referred youth's current psychological functioning. The evaluation shall include an assessment of the youth's cognitive abilities, emotional experiences, personality as well as offer insight regarding the severity of a particular disturbance and/or impairment and the capacity for adequate functioning. Additionally, the evaluation shall serve as a reference tool for the determination and/or need for further testing, the development of a treatment plan, the youth's adaptability to various disposition environments and/or responsiveness to treatment and/or supervision recommendations. The evaluation shall incorporate and identify the need for therapeutic interventions, recommended services, and identification of the youth's strengths, risk factors, and prognosis regarding recidivism and treatment outcomes.

1.2 Methods for Obtaining Information shall include but will not be limited to the following:

Clinical Interview: The psychologist shall include a face to face interview with the youth and the youth's parent and/or legal guardian. The clinical interview shall provide the psychologist with an indication of the youth's interpersonal behaviors as well as emotional processes. The clinical interview may elicit information that might support or qualify a diagnosis as well as aid in the development of the treatment planning process. The interview shall also provide the psychologist with the opportunity to observe the youth's general style, how he/she may exaggerate or minimize information provided in the referral and/or youth's history, as well as identify how the youth communicates emotional issues and employs possible defense mechanisms. The clinical interview shall be a tool that facilitates the collection of useful information that will aid in the diagnosis and treatment of mental and/or behavioral health disorders. The interview shall include the data collection regarding the youth's developmental history and medical history. The collection of medical information shall include identification of any serious illnesses, medical conditions and/or reported traumatic brain injuries the child may have sustained and if the child has ever sustained an injury to the head that led to a loss of consciousness, a

concussion, or feeling “dazed.” Follow up regarding changes in cognitions, process speeds, behaviors, and/or emotional states shall be incorporated into the report.

Collateral Sources: Parents/guardians, family members and/or other significant individuals in the youth’s life shall be included in the clinical interview process to obtain useful information. Collateral sources of information shall include, when available but not limited to, previous evaluations, reports, educational records and medical record. The child’s strengths along with any noted areas of concern shall be identified and a recommendation for services shall be included in the evaluation report.

Full Battery Psychological Testing: The use of structured instruments and standardized tests shall be used as components for establishing a diagnosis, as well as obtaining a comprehensive assessment for measuring the youth’s cognitive, behavioral, emotional and/or mental functioning levels. Structured instruments and rating scales must be valid and reliable and account for the youth’s age, cultural, gender and ethnic differences. Psychometric testing shall include but is not limited to the following:

- a. Individual Intelligence test (which specifies a Verbal IQ, a Performance IQ and a Composite, Single Full Scale IQ score)
- b. Organicity-perceptual tests
- c. Wide Range Achievement Test (WRAT-4)
- d. Psychopathology Checklist-Youth Version (PCL-YV) or comparable assessment
- e. Youth Self Inventory to include a depression inventory; anxiety, anger, disruptive behavior, and self-concept inventory
- f. Risk Assessment to identify the likelihood of the youth reoffending and risk factors and/or patterns of behaviors that may lead to recidivism.

- 1.3 Psychological evaluations must be conducted in the client’s language of literacy. The evaluation must be performed in a private session directly by a psychologist license to practice in the State of Texas.
- 1.4 On site testing is preferred for youths detained. On site youths may be available seven (7) days a week and Contractor must provide timely appointments between the hours of 2:30 pm and 3:30 p.m. or 4:00 p.m. to 8:00 p.m., Mondays through Fridays.
- 1.5 Off site testing for youth detained must include an interview with the youth and his/her parent(s)/guardian(s) at separate times to minimize safety and security concerns. Per the Texas Juvenile Probation Commission, a Juvenile Probation Department employee will transport youths who are detained and the employee **MUST** be present within sight and sound of the youth at all times during the evaluation.
- 1.6 Initial appointments for evaluation must be scheduled within five business (5) days of the date of referral.
- 1.7 A signed typed report of the evaluation must be provided to the referring officer within five business (5) days of completion of the evaluation. The report shall follow a bio-psychosocial model and shall include detailed information about the youth’s functioning across a wide range of contexts that are relevant to the disposition decision

making process. The report shall include a statement of the primary purpose of the assessment, a summary of the youth's background, a list of procedures and tests used and a statement noting any limitations of the instruments used, a summary of the results and recommendations relevant to the youth's needs to include but not limited to special services, instructional modifications, and behavioral management strategies. The report shall include a diagnostic impression identifying any mental, emotional and/or behavioral health issues. Separate verbal, performance and composite IQ scores must be included in the report. The report shall also incorporate criminal and/or delinquent behaviors, history of substance abuse/dependence, risk factors, stressors, and strengths, as well as identify caregiver needs.

2. OTHER REQUIREMENTS

- 2.1 Contractor may be called to testify in a Court of Law at no additional cost to substantiate and/or clarify recommendations and/or diagnosis made.
- 2.2 An addendum to the original psychological evaluation may be requested for the purposes of continuation of services upon exiting the juvenile justice system.
- 2.3 Upon authorization of the El Paso County Juvenile Probation Department and at the request of the juvenile's parent/legal guardian; the psychologist and/or psychological associate shall explain the evaluation for the juvenile's parent/legal guardian in their language of literacy.
- 2.4 The Contractor will also provide a one (1) hour class a minimum of four (4) times a year in coordination with the El Paso County Juvenile Probation Department's training coordinator to explain the evaluation process, outcomes of psychological evaluations and/or mental disorders; how a diagnosis is determined and/or treatment practices.

3. COST

- 3.1 Cost per evaluation will be \$185.00 and includes the following:
 - Cost per evaluation conducted by a licensed psychologist
 - Interview
 - Mental health assessment
 - Collateral contacts
 - Diagnostic testing
 - Assessments
 - Screening instruments
 - Recommendations for services/interventions to address psychological diagnosis
 - Administrative expenses
 - Communications with family
 - Communications with school
 - Referral source
 - Communications with other agencies
- 3.2 Cost will also include all typed and signed documentation/reports to the Juvenile Probation Department.
- 3.3 Contractor will bill a one-time fee for an evaluation performed regardless of the number of appointments needed to complete the evaluation.

- 3.4 The department will not be financially responsible for missed appointments.
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- 3.5 A typed and signed copy of the psychological evaluation shall be provided to the Juvenile Probation Department whether Contractor is paid through private insurance, CHIP or Medicaid, the Juvenile Probation Department, or any other source of funding.
- 3.6 All representations made by the Juvenile Probation Department are contingent upon availability of funds from which payments for contracted services can be made and do not represent an obligation on the part of the Juvenile Probation Department, the County of El Paso, the El Paso County Juvenile Board, or the Texas Juvenile Probation Commission.
- 3.7 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 KK-10-161, 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.
- 3.8 Contractor shall establish procedures to seek and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources (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 Juvenile Probation Department for any services rendered for which payment was received from any and all state/federal or other sources, as applicable. The Contractor 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 90 days from the date of service along with documentation of submission to and denial by the other funding source. In the event the Contractor is later paid for the rendered service by any other funding source, the Contractor shall reimburse all amounts to the Juvenile Probation Department for the rendered service within 30 days of receiving such payment. The Contractor 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 Contractor 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.

4. GENERAL PROVISIONS:

- 4.1 Eligibility to Receive Payment on State Contracts. Under § 231.006, Texas Family Code, the Contractor certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan or payment and

acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. **(Exhibit A) TJPC- Affidavit of Eligibility to Receive State Funds**

- 4.2 Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph 2 of this agreement. Contractor shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.
- (a) **Period Financial Reporting:**
Contractor shall provide semiannual, as well as, annual financial statements to include but are not limited to the following:
1. Trial Balance, Balance Sheet, Profit and Loss Statement and Statement of Retained Earnings/Fund Balance certified by Contractor; or
 2. 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.
- (b) Contractor certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.
- 4.3 Contractor shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called the Records.
- 4.4 **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 four (4) 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.
- 4.5 Contractor shall ensure that within fifteen (15) days of execution of this agreement all of its paid, unpaid personnel and any new employees, hereafter, who are required or allowed to provide services pursuant to this agreement will
- 1) submit their fingerprints through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) system for a criminal history search **(Exhibit B-1)** and

- 2) execute a Texas Law Enforcement Telecommunications System (TLETS)/National Crime Information Center (NCIC) records check in order to allow the Juvenile Probation Department to perform the criminal records and Sex Offender background check as well Sex Offender Background search through the Texas Department of Public Safety (**Exhibits B-2, B-3 & B-4**).

5. SANCTIONS

5.1 JPD shall conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the contract every six months through use of the Private Service Provider Contractual Monitors and Evaluation Report. 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 C**).

- (a) 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 take appropriate corrective action in the event of violations 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 made pursuant to paragraph 3.8. Contractor may be ineligible to receive future contracts.
- (b) 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 fifteen (15) days of execution of this agreement. The contractor shall provide all renewed and updated certification, approval, license, registration or any other required regulatory permits to the Juvenile Probation Department within ten (10) days of receiving the renewal and/or any updates. For all new employees, the contractor shall follow the above guidelines.
- (c) 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 Juveniles 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.

5.2 Contractor shall provide JPD's Training Coordinator with written documentation within ninety (90) days of execution of this agreement, verifying receipt of **mandatory** training in the Texas Family Code §261.101 *Persons Required to Report; Time to Report*. Section 261.101 is the statutory provision that requires individuals to report child physical or mental health abuse or neglect. Contractor shall contact JPD Training Coordinator to request and arrange for the above training.

- 5.3 Contractor shall ensure that all files and records generated or created pursuant to this agreement 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, as amended (HIPPA).
- 5.4 Payment shall be made on invoices received pursuant to paragraph 3.7 within thirty (30) days of receipt by El Paso County Juvenile Probation Department.
- 5.5 This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this Agreement. Contractor shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to JPD.
- 5.6 JPD shall conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the Contract pursuant to paragraph 5.1.

6. **TERM AND TERMINATION:**

Term:

This agreement shall be effective May 1, 2010, regardless of the date of execution, and shall continue until April 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 Contractor. Any such extensions are subject to availability of funds provided and approved by Commissioner's Court.

Termination:

JPD and Contractor may mutually agree to terminate this Agreement at any time by giving 30 day written notice to terminate. Contractor may terminate this agreement without cause by giving thirty (30) days written notice to terminate. JPD may terminate this agreement without cause by giving thirty (30) days written notice to terminate. JPD 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
6400 Delta Drive
El Paso, Texas 79905-5408

To Contractor: Guido A. Barrientos, Ph.D.
5959 Gateway West, Suite 365
El Paso, Texas 79925

7. INDEPENDENT CONTRACTOR:

Nothing contained in this agreement 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.

8. 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.

9. 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 proceeding shall be in El Paso County, Texas.

10. INDEMNIFICATION:

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

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

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

11. 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.

12. **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.

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

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

14. **EXHIBITS:**

The following previously-referenced exhibits are included in this agreement as though fully set forth herein.

Exhibit A – TX Juvenile Probation Commission Affidavit of Eligibility to Receive State Funds

Exhibit B 1 -- Fingerprint Applicant Services of Texas (FACT) Check

Exhibits B2, B3, & B4

Texas Law Enforcement Telecommunications System (TLETS)/National Crime Information (NCIC) Records Check.

Exhibit C – Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

ATTEST:

Delia Bruner
County Clerk

8/12/10
Date

THE COUNTY OF EL PASO:

By: *Anthony Cobos*
Hon. Anthony Cobos
County Judge

August 9, 2010
Date

Approved as to Form:

Christian Lopez
Assistant County Attorney

8/13/10
Date

Approved as to Content:

Roger Martinez
Roger Martinez, Chief
Juvenile Probation Officer

8/19/10
Date

Guido Barrientos, Ph.D.
Guido Barrientos, Ph.D.

9/24/10
Date

(Signer must have authority
to bind the company)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AMENDMENT TO THE FULL BATTERY PSYCHOLOGICAL EVALUATION
WITH GUIDO A. BARRIENTOS**

This Amendment is made to that Services Agreement by and between El Paso County on behalf of the Juvenile Probation Department, hereinafter known as "JPD" and Guido A. Barrientos, Ph.D, hereinafter known as "Contractor" which commenced on May 1, 2010 (attached hereto and made a part hereof for all purposes).

WHEREAS, Section 11 to the Agreement provides that the Agreement may be amended or modified by written instrument signed by the parties.

WHEREAS, El Paso County, on behalf of JPD, wishes to amend the Agreement.

NOW THEREFORE, it is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed Agreement, effective May 1, 2010 as follows:

1. SECTION 3.7 OF THE AGREEMENT IS AMENDED TO READ AS FOLLOWS:

3.7 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 KK-10-161, juvenile's name, type of service and related cost and Contractor's signature. Invoices for juvenile services must be submitted separately from parent services. 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. SECTION 3.9 OF THE AGREEMENT IS AMENDED ADD THE FOLLOWING SECTION:

3.9 Contractor shall submit through electronic notification (e-mail or fax) identified services and dates of service needed on a monthly basis. Based on information submitted by contractor, a JPD employee will generate an authorization of service contract. **An authorization of service contract must be approved by JPD and received by Contractor prior to services being rendered.** Failure to do so will

result in Contractor absorbing the cost for services not approved.

2. SECTION 4.2 OF THE AGREEMENT IS AMENDED TO READ AS FOLLOWS:

4.2 Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph 3 of this agreement. Contractor shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

(a) Period Financial Reporting:

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

1. Trial Balance, Balance Sheet, Profit and Loss Statement and Statement of Retained Earnings/Fund Balance certified by Contractor; or
2. 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.

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

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

ATTEST:

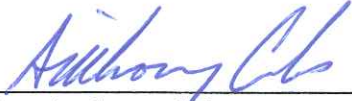


County Clerk

11/4/10

Date

THE COUNTY OF EL PASO:

By: 

Hon. Anthony Cobos
County Judge

11/1/10

Date

Approved as to Form:



Assistant County Attorney

10/10/10

Date:

Approved as to Content:



Roger Martinez, Chief
Juvenile Probation Officer

Date:

Guido Barrientos, Ph.D

G. Barrientos, Ph.D.

Date:
(signor must have authority to bind the company)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

FULL BATTERY PSYCHOLOGICAL EVALUATION

This agreement is entered into by and between El Paso County on behalf of the El Paso County Juvenile Probation Department, hereinafter known as "JPD," and Guido A. Barrientos, Ph.D., hereinafter known as "Contractor".

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

Contractor shall perform the following services for the JPD:

- 1.1 Contractor will objectively assess and appraise youths referred by the El Paso County Juvenile Probation Department in order to obtain a comprehensive evaluation to identify if a child has a mental disorder or other condition requiring therapeutic services and/or interventions. The evaluation shall also incorporate detailed information about the youth's level of functioning across a wide range of circumstances that may be relevant to the decision making process regarding the disposition of a youthful offender. The evaluation shall provide JPD and/or the Court with a structured, succinct and organized description of the referred youth's current psychological functioning. The evaluation shall include an assessment of the youth's cognitive abilities, emotional experiences, personality as well as offer insight regarding the severity of a particular disturbance and/or impairment and the capacity for adequate functioning. Additionally, the evaluation shall serve as a reference tool for the determination and/or need for further testing, the development of a treatment plan, the youth's adaptability to various disposition environments and/or responsiveness to treatment and/or supervision recommendations. The evaluation shall incorporate and identify the need for therapeutic interventions, recommended services, and identification of the youth's strengths, risk factors, and prognosis regarding recidivism and treatment outcomes.
- 1.2 Methods for Obtaining Information shall include but will not be limited to the following:

Clinical Interview: The psychologist shall include a face to face interview with the youth and the youth's parent and/or legal guardian. The clinical interview shall provide the psychologist with an indication of the youth's interpersonal behaviors as well as emotional processes. The clinical interview may elicit information that might support or qualify a diagnosis as well as aid in the development of the treatment planning process. The interview shall also provide the psychologist with the opportunity to observe the youth's general style, how he/she may exaggerate or minimize information provided in the referral and/or youth's history, as well as identify how the youth communicates emotional issues and employs possible defense mechanisms. The clinical interview shall be a tool that facilitates the collection of useful information that will aid in the diagnosis and treatment of mental and/or behavioral health disorders. The interview shall include the data collection regarding the youth's developmental history and medical history. The collection of medical information shall include identification of any serious illnesses, medical conditions and/or reported traumatic brain injuries the child may have sustained and if the child has ever sustained an injury to the head that led to a loss of consciousness, a

concussion, or feeling "dazed." Follow up regarding changes in cognitions, process speeds, behaviors, and/or emotional states shall be incorporated into the report.

Collateral Sources: Parents/guardians, family members and/or other significant individuals in the youth's life shall be included in the clinical interview process to obtain useful information. Collateral sources of information shall include, when available but not limited to, previous evaluations, reports, educational records and medical record. The child's strengths along with any noted areas of concern shall be identified and a recommendation for services shall be included in the evaluation report.

Full Battery Psychological Testing: The use of structured instruments and standardized tests shall be used as components for establishing a diagnosis, as well as obtaining a comprehensive assessment for measuring the youth's cognitive, behavioral, emotional and/or mental functioning levels. Structured instruments and rating scales must be valid and reliable and account for the youth's age, cultural, gender and ethnic differences. Psychometric testing shall include but is not limited to the following:

- a. Individual Intelligence test (which specifies a Verbal IQ, a Performance IQ and a Composite, Single Full Scale IQ score)
- b. Organicity-perceptual tests
- c. Wide Range Achievement Test (WRAT-4)
- d. Psychopathology Checklist-Youth Version (PCL-YV) or comparable assessment
- e. Youth Self Inventory to include a depression inventory; anxiety, anger, disruptive behavior, and self-concept inventory
- f. Risk Assessment to identify the likelihood of the youth reoffending and risk factors and/or patterns of behaviors that may lead to recidivism.

- 1.3 Psychological evaluations must be conducted in the client's language of literacy. The evaluation must be performed in a private session directly by a psychologist license to practice in the State of Texas.
- 1.4 On site testing is preferred for youths detained. On site youths may be available seven (7) days a week and Contractor must provide timely appointments between the hours of 2:30 pm and 3:30 p.m. or 4:00 p.m. to 8:00 p.m., Mondays through Fridays.
- 1.5 Off site testing for youth detained must include an interview with the youth and his/her parent(s)/guardian(s) at separate times to minimize safety and security concerns. Per the Texas Juvenile Probation Commission, a Juvenile Probation Department employee will transport youths who are detained and the employee **MUST** be present within sight and sound of the youth at all times during the evaluation.
- 1.6 Initial appointments for evaluation must be scheduled within five business (5) days of the date of referral.
- 1.7 A signed typed report of the evaluation must be provided to the referring officer within five business (5) days of completion of the evaluation. The report shall follow a bio-psychosocial model and shall include detailed information about the youth's functioning across a wide range of contexts that are relevant to the disposition decision

making process. The report shall include a statement of the primary purpose of the assessment, a summary of the youth's background, a list of procedures and tests used and a statement noting any limitations of the instruments used, a summary of the results and recommendations relevant to the youth's needs to include but not limited to special services, instructional modifications, and behavioral management strategies. The report shall include a diagnostic impression identifying any mental, emotional and/or behavioral health issues. Separate verbal, performance and composite IQ scores must be included in the report. The report shall also incorporate criminal and/or delinquent behaviors, history of substance abuse/dependence, risk factors, stressors, and strengths, as well as identify caregiver needs.

2. OTHER REQUIREMENTS

- 2.1 Contractor may be called to testify in a Court of Law at no additional cost to substantiate and/or clarify recommendations and/or diagnosis made.
- 2.2 An addendum to the original psychological evaluation may be requested for the purposes of continuation of services upon exiting the juvenile justice system.
- 2.3 Upon authorization of the El Paso County Juvenile Probation Department and at the request of the juvenile's parent/legal guardian; the psychologist and/or psychological associate shall explain the evaluation for the juvenile's parent/legal guardian in their language of literacy.
- 2.4 The Contractor will also provide a one (1) hour class a minimum of four (4) times a year in coordination with the El Paso County Juvenile Probation Department's training coordinator to explain the evaluation process, outcomes of psychological evaluations and/or mental disorders; how a diagnosis is determined and/or treatment practices.

3. COST

- 3.1 Cost per evaluation will be \$185.00 and includes the following:
 - Cost per evaluation conducted by a licensed psychologist
 - Interview
 - Mental health assessment
 - Collateral contacts
 - Diagnostic testing
 - Assessments
 - Screening instruments
 - Recommendations for services/interventions to address psychological diagnosis
 - Administrative expenses
 - Communications with family
 - Communications with school
 - Referral source
 - Communications with other agencies
- 3.2 Cost will also include all typed and signed documentation/reports to the Juvenile Probation Department.
- 3.3 Contractor will bill a one-time fee for an evaluation performed regardless of the number of appointments needed to complete the evaluation.

- 3.4 The department will not be financially responsible for missed appointments.
- 3.5 A typed and signed copy of the psychological evaluation shall be provided to the Juvenile Probation Department whether Contractor is paid through private insurance, CHIP or Medicaid, the Juvenile Probation Department, or any other source of funding.
- 3.6 All representations made by the Juvenile Probation Department are contingent upon availability of funds from which payments for contracted services can be made and do not represent an obligation on the part of the Juvenile Probation Department, the County of El Paso, the El Paso County Juvenile Board, or the Texas Juvenile Probation Commission.
- 3.7 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 KK-10-161, 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.
- 3.8 Contractor shall establish procedures to seek and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources (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 Juvenile Probation Department for any services rendered for which payment was received from any and all state/federal or other sources, as applicable. The Contractor 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 90 days from the date of service along with documentation of submission to and denial by the other funding source. In the event the Contractor is later paid for the rendered service by any other funding source, the Contractor shall reimburse all amounts to the Juvenile Probation Department for the rendered service within 30 days of receiving such payment. The Contractor 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 Contractor 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.

4. GENERAL PROVISIONS:

- 4.1 Eligibility to Receive Payment on State Contracts. Under § 231.006, Texas Family Code, the Contractor certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan or payment and

acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. (Exhibit A) TJPC- Affidavit of Eligibility to Receive State Funds

- 4.2 Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph 2 of this agreement. Contractor shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.
- (a) Period Financial Reporting:
Contractor shall provide semiannual, as well as, annual financial statements to include but are not limited to the following:
1. Trial Balance, Balance Sheet, Profit and Loss Statement and Statement of Retained Earnings/Fund Balance certified by Contractor; or
 2. 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.
- (b) Contractor certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.
- 4.3 Contractor shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called the Records.
- 4.4 **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 four (4) 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.
- 4.5 Contractor shall ensure that within fifteen (15) days of execution of this agreement all of its paid, unpaid personnel and any new employees, hereafter, who are required or allowed to provide services pursuant to this agreement will
- 1) submit their fingerprints through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) system for a criminal history search (Exhibit B-1) and

- 2) execute a Texas Law Enforcement Telecommunications System (TLETS)/National Crime Information Center (NCIC) records check in order to allow the Juvenile Probation Department to perform the criminal records and Sex Offender background check as well Sex Offender Background search through the Texas Department of Public Safety (**Exhibits B-2, B-3 & B-4**).

5. SANCTIONS

5.1 JPD shall conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the contract every six months through use of the Private Service Provider Contractual Monitors and Evaluation Report. 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 C**).

(a) 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 take appropriate corrective action in the event of violations 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 made pursuant to paragraph 3.8. Contractor may be ineligible to receive future contracts.

(b) 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 fifteen (15) days of execution of this agreement. The contractor shall provide all renewed and updated certification, approval, license, registration or any other required regulatory permits to the Juvenile Probation Department within ten (10) days of receiving the renewal and/or any updates. For all new employees, the contractor shall follow the above guidelines.

(c) 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 Juveniles 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.

5.2 Contractor shall provide JPD's Training Coordinator with written documentation within ninety (90) days of execution of this agreement, verifying receipt of **mandatory** training in the Texas Family Code §261.101 *Persons Required to Report; Time to Report*. Section 261.101 is the statutory provision that requires individuals to report child physical or mental health abuse or neglect. Contractor shall contact JPD Training Coordinator to request and arrange for the above training.

- 5.3 Contractor shall ensure that all files and records generated or created pursuant to this agreement 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, as amended (HIPPA).
- 5.4 Payment shall be made on invoices received pursuant to paragraph 3.7 within thirty (30) days of receipt by El Paso County Juvenile Probation Department.
- 5.5 This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this Agreement. Contractor shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to JPD.
- 5.6 JPD shall conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the Contract pursuant to paragraph 5.1.

6. TERM AND TERMINATION:

Term:

This agreement shall be effective May 1, 2010, regardless of the date of execution, and shall continue until April 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 Contractor. Any such extensions are subject to availability of funds provided and approved by Commissioner's Court.

Termination:

JPD and Contractor may mutually agree to terminate this Agreement at any time by giving 30 day written notice to terminate. Contractor may terminate this agreement without cause by giving thirty (30) days written notice to terminate. JPD may terminate this agreement without cause by giving thirty (30) days written notice to terminate. JPD 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
6400 Delta Drive
El Paso, Texas 79905-5408

To Contractor: Guido A. Barrientos, Ph.D.
5959 Gateway West, Suite 365
El Paso, Texas 79925

7. INDEPENDENT CONTRACTOR:

Nothing contained in this agreement 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.

8. 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.

9. 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 proceeding shall be in El Paso County, Texas.

10. INDEMNIFICATION:

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

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

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

11. 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.

12. **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.

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

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

14. **EXHIBITS:**

The following previously-referenced exhibits are included in this agreement as though fully set forth herein.

Exhibit A – TX Juvenile Probation Commission Affidavit of Eligibility to Receive State Funds

Exhibit B 1 -- Fingerprint Applicant Services of Texas (FACT) Check

Exhibits B2, B3, & B4

Texas Law Enforcement Telecommunications System (TLETS)/National Crime Information (NCIC) Records Check.

Exhibit C – Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

ATTEST:

Debra Brown
County Clerk

8/12/10
Date

THE COUNTY OF EL PASO:

By: Anthony Cobos
Hon. Anthony Cobos
County Judge

August 9, 2010
Date

Approved as to Form:

Christina Saug
Assistant County Attorney

8/13/10
Date

Approved as to Content:

Roger Martinez
Roger Martinez, Chief
Juvenile Probation Officer

8/19/10
Date

Guido Barrientos, Ph.D.
Guido Barrientos, Ph.D.

9/24/10
Date

(Signer must have authority
to bind the company)