



COMMISSIONERS COURT CONTRACT FORM

CONTRACT SUMMARY

Request approval of and authorization for the County Judge to sign the agreement for Child Care Services between El Paso County, on behalf of the El Paso County Juvenile Justice Center, and G4S Youth Services, LLC, a Florida for-profit corporation at their facility located at 600 FM 3254 Brownwood, TX 76801. This agreement is effective June 10, 2013 and shall continue until June 9, 2014. This agreement has been reviewed and approved as to form by the County Attorney's Office (2013-0277).

ADDITIONAL BACKGROUND:

FISCAL IMPACT:

PRIOR COURT ACTION:

BASIC CONTRACT DETAILS

CONTRACT NO.: 2013-0277

CONTRACT TITLE: JPD/G4S Youth Services Secure Residential Services

SECOND PARTY: G4S Youth Services, LLC

CONTRACT TYPE: Professional Services

TERM AND BUDGET DETAILS

TERM: 1 Year

EXTENSION OPTIONS (If Applicable): N/A - None Available/Remaining

EFFECTIVE DATE: June 10, 2013

EXPIRATION DATE (If Applicable): June 09, 2014

EXTENSION DEADLINE DATE (If Applicable):

AMOUNT: \$140.00 per day for Standard Service Level for Post-Adjudication/Secure Facility and \$185.00 per day for Enhanced Service Level for Post-Adjudication/Secure Facility

APPROVALS

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, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Ian Kaplan

LEGAL REVIEW: Approved as to Form as Submitted

LEGAL REVIEW NOTES (If Applicable):

DATE: June 03, 2013

DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract conforms to the bid specifications, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE: Roger Martinez
DEPARTMENT CONTACT: Olivas, Jimmy
DEPARTMENT: Juvenile Probation
DATE: June 03, 2013

agreed upon by the appropriate Service Agency Staff and Supervising Juvenile Probation Officer within 30 days of placement. The TCP will include measurement of progress towards goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation, as identified in the client's Individualized Needs Assessment. The Service Agency shall provide the County Placement Officer with a written report summarizing the client's progress on a monthly basis.

- G. The TCP shall be reviewed jointly by the appropriate Service Agency staff, the child and the Supervising Juvenile Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the TCP being made, when indicated, and determining the need for continued placement outside of the child's natural home. The TCP shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.
- H. Copies of the original TCP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- I. The performance of Service Provider in achieving the goals of the County will be evaluated on the basis of the output and outcome measures contained in this section. The County, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
 - 1 The County shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
 - a.. Ensure children complete residential treatment.
 - b. Prevent re-referrals by children during the six months following release from residential placement.
 - c. Ensure children move down in their Level of Care as they progress in the treatment program.

Service Agency shall assist in the completion of the Review of Child/Family Case Service Plan (**Exhibit A**) every ninety (90) days.

- 2. The County may additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
 - a. The total number of children placed in the residential facility.

- b. The total number of children who were successfully discharged from residential placement.
- c. The total number of re-referrals of children discharged from the residential facility within six months after discharge.
- d. The total number of children who move down in their Level of Care.

The child's progress shall be assessed on each identified goal(s) pertaining to the child within the nine (9) domains listed in **(Exhibit A.)**

- J. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, is involved in an accident of a serious nature, the Service Agency shall notify, as soon as reasonably possible, the child's Probation Officer and the Program Specialist immediately and ensure that the parents and proper authorities are notified, including the Texas Juvenile Justice Department Abuse and Neglect Hotline at 1-877-786-7263 or fax information to 1-512-424-6716. If the initial notification attempt is not successful, Service Agency staff will continue reasonable efforts to make notification.
- K. The Service Agency shall ensure that all of their paid, volunteer and intern staff are trained to properly identify child physical, emotional, sexual abuse and neglect and to follow the appropriate reporting procedures. As required by §§261.101 and 261.405 of the Texas Family Code, Service Agency shall report any allegations or incident of abuse, exploitation or neglect of any child within twenty-four (24) hours from the time the allegation is made, to all of the following:
 - 1. Local law enforcement agency;
 - 2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and,
 - 3. Supervising Juvenile Probation Officer.
- L. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the El Paso County Juvenile Probation Department designated Transportation Officer without the express written consent of the County. The Service Agency shall provide each child's probation officer with a written report of the child's progress on a monthly basis **(Exhibit B)**. Failure to comply with this provision will result in withholding of payment.
- M. Upon successful completion of the program, a Discharge Plan to include but not limited to school records, school withdrawal form and Community Improvement Program hours form (if any), needs to be provided to the supervising probation officer at least fourteen (14) calendar days prior to the date of successful discharge. Should a juvenile be negatively discharged, a Discharge

Plan to include but not limited to school records, school withdrawal form and Community Improvement Program hours form, must accompany the juvenile at the time of transport to the El Paso County Juvenile Detention Center. Failure to comply with this provision will result in withholding of payment.

- N. If the juvenile is currently prescribed medication and is discharged from the facility, the Service Agency will send the remaining portion of the juvenile's current prescription and a new 30-day prescription with the juvenile. Failure to comply with this provision will result in withholding of payment.
- O. The Service Agency certifies that the business entity named in this Agreement is not ineligible to receive the specified payments and acknowledges that this Agreement may be terminated and payment may be withheld, if this Affidavit is inaccurate. Service Agency further 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. Service Agency further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Agency and the requirement to cooperate is included in any subcontract it awards. Under Texas Family Code § 231.006, the Service Agency certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certificate is inaccurate. **(Exhibit C – TJPC Affidavit of Eligibility to Receive State Funds)**
- P. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, the County will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- Q. The Service Agency is under no obligation to retain space for the client in an unauthorized departure situation. However, in no event shall the County pay for the days when clients were absent without authorization, but no space in the program was retained for such absent client(s) by the Service Agency. The County must be informed in writing if and for how long the Service Agency intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Agency intends to retain the space.
- R. Prior written authorization by the El Paso County Chief Juvenile Probation

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

- S. Service Agency will submit an invoice on Service Agency’s letterhead for payment of services to the El Paso County Fiscal Manager on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by County in order to monitor Service Agency for financial compliance with this Agreement. Invoices submitted by Service Agency in proper form shall be paid by Juvenile Probation in a timely manner.

II. PAYMENT FOR SERVICES

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

<u>Service Level</u>	<u>Type of Facilit</u>	<u>Daily Rates</u>
Standard	Post-Adjudication/Secure	\$140.00/per day
Enhanced	Post-Adjudication/Secure	\$185.00/per day

- B. Service Agency shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to this Agreement. The El Paso County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Service Agency. The County of El Paso shall make payments within thirty (30) days of receipt to County entity.

III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Agreement and to review County client records. The examination and evaluation of the program will include unscheduled site visitations and observations of programs in operation.
- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County. The Service Provider shall provide semiannual, as well as annual financial statements, to include but are not limited to the following (1) Trial Balance (2) Balance Sheet (3)

Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by Service Provider or Independent Audit/Review.

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

D. **Record Retention:**

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

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

1. As determined in the reasonable judgment of the Juvenile Probation Department, failure of the Service Agency to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Service Agency to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this contract and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments made pursuant to paragraph II B. Service Agency may be ineligible to receive future contracts.

2. Service Agency warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Service Agency. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within thirty (30) days of execution of this agreement.

3. Service Agency shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months preceding the execution of this contract, as well as during the term of this agreement along with any results and/or findings related to the Service Agency conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Justice Department, Texas Department of Family and Protective Services, FBI, etc.

IV. FEE ASSESSMENT

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

V. EQUAL OPPORTUNITY

- A. 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 American with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.
- B. Service Agency agrees that it will not engage in any religious indoctrination or require any of the children placed with the agency under this contract to participate in any religious activity. Service Agency further agrees that it will not impose any sanctions or deny any benefits to any children placed with the agency under this contract solely on account of the child's religious beliefs or because the child does not participate in religious activities. Service Agency further agrees that it will not engage in any activity with respect to the children placed with the agency under this contract that would constitute an establishment of religion or in any manner violate the rights of the children to religious freedom under the First Amendment of the United States Constitution.

VI. TERM AND TERMINATION

- A. Regardless of date of execution this agreement shall be effective June 10, 2013 and shall continue until June 9, 2014.
- B. JPD and Service Agency may mutually agree to terminate this Agreement at any time by giving 30 day written notice to terminate. Service Agency may

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

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

To Contractor: Jim Hill President
6302 Benjamin Road
Tampa, FL 33634

VII. LAW AND VENUE

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

VIII. INDEMNITY, INSURANCE AND CERTIFICATION

- A. Service Agency shall indemnify and hold harmless, the County, its agents, Officer, employees and public officials, from any and all injury and damage to persons or property caused by the negligent or intentional acts or omissions of agency, its agents, employees, patients, clients and invitees, including the negligent supervision of any person residing at or participating at its facility or in any of its programs.
- B. Service Agency shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$ 300,000.00 for personal injury and \$ 100,000.00 for property damage. Such policies shall be with an insurance company licensed to do business or admitted on a surplus lines basis in Texas and shall be satisfactory to the County. **All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.**
- C. Service Agency shall maintain at its own expense, malpractice insurance with a policy limit of not less than \$ 300,000.00. Such policy shall be with an insurance company licensed to do business or admitted on a surplus lines basis in Texas and shall be satisfactory to the County. **All of said insurance policies shall name the County, its officers, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County**

shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.

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

IX. MISCELLANEOUS

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

X. EXHIBITS:

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

Exhibit A – CHILD/FAMILY CASE PLAN (Secure Residential Placement)

Exhibit B – Monthly Progress Report

Exhibit C – TJPC Affidavit of Eligibility to Receive State Funds

Exhibit D – Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report RESIDENTIAL SERVICES

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2013.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Veronica Escobar

Date

APPROVED AS TO FORM:

G4S YOUTH SERVICES, LLC

Assistant County Attorney

Jim Hill, President

Date

Date
(Signer must have legal authority to bind Corporation)

APPROVED AS TO CONTENT:

Roger Martinez
Chief Juvenile Probation Officer

Date

**CHILD/FAMILY CASE PLAN
(Secure Residential Placement)**

Exhibit A

IDENTIFYING INFORMATION

Child's Name:	County:
Child's Date of Birth:	Caseworker PID:

PURPOSE OF PLAN: The goals and tasks outlined in this plan are designed to help resolve issues that led to your involvement with the juvenile justice system and to ensure the safety, permanency, and well being of you and your family. You will be expected to participate in developing this case plan and demonstrate progress in achieving the goals listed. Your progress will periodically be reviewed and evaluated. In addition to the activities outlined in the case plan, you are expected to adhere to all court ordered conditions of probation.

PRIOR SERVICES: List all services previously provided to help the child remain safely with the family. If no services were provided, there **MUST** be an explanation.

FACILITY INFORMATION

Name of Facility:		Date of Placement:
Address:		
City/State/Zip:		Phone #:

NEED FOR PLACEMENT: Explain why this child requires placement. Discuss the child's behavior **AND** the family situation.

APPROPRIATENESS OF PLACEMENT: Explain what specific services are being provided to meet the child's needs as discussed in the 'need for placement' above.

MEDICAL/DENTAL DOMAIN
NAMES AND ADDRESSES OF CHILD'S MOST RECENT HEALTHCARE PROVIDERS
(prior to placement)

MEDICAL	DENTAL
Name:	Name:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone #:	Phone #:

Child's current medications (including psychotropic meds):

Indicate what medications are for:

List any other important medical information/concerns:

Date child's immunization & health records were provided to facility designee:

Goal / Need	Intervention	Person(s) Responsible	Time Frame
1.			
2.			
3.			

SAFETY/SECURITY DOMAIN

Goal / Need	Intervention	Person(s) Responsible	Time Frame
1.			
2.			
3.			

RECREATIONAL DOMAIN

Goal / Need	Intervention	Person(s) Responsible	Time Frame
1.			
2.			
3.			

EDUCATIONAL DOMAIN
NAME AND ADDRESS OF CHILD'S MOST RECENT EDUCATIONAL PROVIDER
(prior to placement)

Name:	Phone #:
Address:	City/State:
Child's current grade level placement:	Child's current grade level performance:

Date child's educational records were provided to facility designee:

Goal / Need	Intervention	Person(s) Responsible	Time Frame
1.			
2.			
3.			

EMOTIONAL (MENTAL/BEHAVIORAL HEALTH) DOMAIN

Goal / Need	Intervention	Person(s) Responsible	Time Frame
1.			
2.			
3.			

RELATIONSHIP/SOCIALIZATION DOMAIN

Goal / Need	Intervention	Person(s) Responsible	Time Frame
1.			
2.			
3.			

PARENT AND CHILD PARTICIPATION DOMAIN

Goal / Need	Intervention	Person(s) Responsible	Time Frame
1.			
2.			
3.			

PERMANENCY PLAN: Plan for the safe and permanent placement of the child.

- Return to parent * Emancipation/independent living Adoption
 Place with relative * Other permanent living arrangement

**If emancipation/independent living or other permanent living arrangement is the permanency plan, explain why this is in the best interest of the child.*

PROJECTED PERMANENCY DATE: _____

SECONDARY DOMAINS

**The following domains are used for consideration when developing the child's case plan to address more specific needs that the child and/or the family may have.*

PREPARATION FOR ADULT LIVING/VOCATIONAL DOMAIN (if child is or will be 16 before next review)			
Goal / Need	Intervention	Person(s) Responsible	Time Frame
1.			
2.			
3.			
FAMILY SERVICES DOMAIN			
Goal / Need	Intervention	Person(s) Responsible	Time Frame
1.			
2.			
3.			
SUPPORT SERVICES PROVIDED TO FACILITY DESIGNEE (identify services the department will provide to the facility designee to assist in meeting the child's needs)			
Goal / Need	Intervention	Person(s) Responsible	Time Frame
1.			
2.			
3.			

PARENTAL/FAMILIAL RIGHTS AND RESPONSIBILITIES

Along with the right to visit your child, you have the right to be notified of any change in the placement of your child.

You have a right to be notified if there is a change in your visitation schedule.

You have the right to know the plan of action necessary to have your child returned to you, and you have the responsibility to follow that plan in order to correct the circumstances which required the placement of your child in substitute care.

You have the right to be notified of any unusual occurrence regarding your child such as injury, illness, runaway, etc.

You have the right to be notified of any child facility staffing, placement review, or administrative hearing, which has the potential for impacting the return of your child. In addition, you have the responsibility to attend these staffings/reviews and participate in the development of the plan of action.

While your child is in placement, you have the right to be involved in the review of this case plan that occurs at least every ninety (90) calendar days to ensure that appropriate treatment is being provided.

SIGNATURES *(The signature of the facility designee indicates a completed case plan)*

BY SIGNING THIS DOCUMENT, IT IS AN ACKNOWLEDGEMENT OF THE OPPORTUNITY TO PARTICIPATE IN THE DEVELOPMENT OF THIS CASE PLAN.

CHILD:	DATE:
FAMILY:	DATE:
JPO:	DATE:
FACILITY DESIGNEE:	DATE:

DATE DISTRIBUTED

(A copy of the completed case plan shall be distributed to all who participated in its development by the facility designee)

CHILD	FAMILY	JPO

If any party has not, or refuses to sign, explain:

MONTHLY PROGRESS REPORT

MONTH: _____ **CHILD'S NAME:** _____

INITIAL DATE OF PLACEMENT: _____

Goals:

Monthly Summary:

List any violations of probation and/or major incidents:

Describe parent/guardian involvement in child's treatment and compliance with program requirements:



**TEXAS JUVENILE PROBATION COMMISSION
CHILD SUPPORT AFFIDAVIT**

**TEXAS FAMILY CODE, SECTION 231.006
INELIGIBILITY TO RECEIVE STATE GRANTS, LOANS OR
RECEIVE PAYMENT ON STATE CONTRACTS**

A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services, or receive a state-funded grant or loan until:

1. All arrearages have been paid;
2. The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or
3. A court-ordered exemption has been granted.

CERTIFICATION STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

1. The contractor certifies that:

- The individual or partner, shareholder, or owner of the business entity **IS NOT** a parent that has been ordered by a Texas Court to pay child support under Title 5 of the Texas Family Code. OR
- The individual or partner, shareholder, or owner of the business entity **IS** a parent that has been ordered by a Texas Court to pay child support under Title 5 of the Texas Family Code.

2. The contractor identified below **IS NOT** a governmental entity or a nonprofit corporation and certifies to the following:

The contractor is: (check one):

- An individual or sole proprietor, or
- A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

3. The contractor certifies that the following is a complete list of the names and social security numbers of either (a) the individual or sole proprietor who is the contractor or (b) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity:

Printed Name: _____

Social Security Number: _____ Percent Ownership: _____

Printed Name: _____

Social Security Number: _____ Percent Ownership: _____

Printed Name: _____

Social Security Number: _____ Percent Ownership: _____

SIGNED this _____ day of _____, 20____.

Signature of Contractor

Signature Authorized Representative

Printed Name

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 20____.

Notary Public, State of Texas
Notary's Printed Name

My Commission Expires: _____



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

RESIDENTIAL SERVICES

GENERAL INFORMATION

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

PROVIDER INFORMATION

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

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

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

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

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

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

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

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

The evaluator(s) completing this form should:

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

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

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

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

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

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

Date Assessed:
Date Assessed:

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

Date Assessed:
Date Assessed:

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

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

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

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

Date Reviewed:
Date Reviewed:

- Participation in service plan development and/or reviews.

Date Participated:
Date Participated:

Complete Section D and E at end of review period:

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

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

Satisfactory

Unsatisfactory [if checked, please complete Section E below]

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

Section II General Legal and Regulatory Compliance of Service Provider

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

The evaluator(s) completing this form should:

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

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

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

Date Reviewed:

Date Reviewed:

- Personal visit/inspection of facility operations.

Dates of Visits

Name of Officer

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

For Non-Secure Facilities:

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

Date Reviewed:

License Number:

Date Issued:

Issuing Entity:

State:

License in Good Standing: Yes No

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

Date Reviewed:

Date Reviewed:

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

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

For Secure Juvenile Facilities:

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

Date Reviewed:

Date Reviewed:

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

Date Reviewed:

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

Date Reviewed:

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

Date Reviewed:

- Personal visit/inspection of facility operations.

Dates of Visits Name of Officer

- Other (Specify)

- Other (Specify)

- Other (Specify)

- Other (Specify)

Complete Section C and D at end of review period:

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

- Satisfactory**

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

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

Section III

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

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

The evaluator(s) completing this form should:

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

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

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

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

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

Date Reviewed:

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

Date Reviewed:

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

Date Assessed:

Date Assessed:

Date Assessed:

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

Date Assessed:

Date Assessed:

Date Assessed:

- Receipt and review of financial statements or audit.

Date Reviewed:

- Other (Specify)

Date:

- Other (Specify)

Date:

Complete Section C and D at end of review period:

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

- Satisfactory**

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

[if checked, please complete Section D below]

D. If Performance was unsatisfactory, please describe any actions (e.g., sanction, penalties, etc.) taken regarding

service provider in Section IV of this document.

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

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

The evaluator(s) completing this form should:

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

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

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

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

- Contract Terminated (Specify details)

Date:

- Sanction Imposed (Specify details)

Date:

Date:

Date:

Date:

- Payment withheld, suspended, reduced (Specify details)

Date:

Date:

Date:

Date:

- Refund of payment (Specify details)

Date:

Date:

- Legal action (Specify details)

Date:

- Service Provider ineligible for future contracts (Specify)

Date:

- Other (Specify)

Date:

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