

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**INTENSIVE OUTPATIENT  
DRUG TREATMENT SERVICES**

This agreement is entered into by El Paso County, on behalf of the Juvenile Probation Department, hereinafter known as "JPD" and Aliviane, Inc., hereinafter known as "Contractor"

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

Contractor shall perform the following services for the JPD:

- 1.1 Contractor will provide therapeutic service that will assist the juveniles who are in need of substance abuse services.
- 1.2 All services must be performed directly by a Licensed Chemical Dependency Counselor (LCDC) or Licensed Professional Counselor whose training and experience is directly related in dealing with substance abuse/dependency issues.
- 1.3 All services to be provided by Contractor will comply with Title 25 Texas Administrative Code (TAC) Part 1, Chapter 448- Standard of Care.
- 1.4 **Scope of work:** Counseling must incorporate individual sessions, juvenile group, parent group and family sessions that utilize interpersonal and cognitive-behavioral methods and strategies. Counseling may incorporate psychodynamic and affective methods and strategies to achieve mental, emotional, physical, social, moral, educational, spiritual, career development and adjustment through the life span as the individual juvenile’s substance related issues are impacted by the aforementioned areas. Programming must be based on Best Practices model.
  - 1.4 (1) Such groups will be classified and treatment will be provided in accordance to their classification, which may include but not limited to the following:
    - 1. Chemical dependency issues specific to juvenile treatment
    - 2. Appropriate treatment strategies, including family engagement strategies
    - 3. Emotional development and mental health issues for juvenile population
    - 4. Must be appropriate to an Intensive Outpatient setting
    - 5. Must be substance use disorder specific
  - 1.4 (2) Group sessions will incorporate all requirements set forth by the Department of State Health Services to include life skills training, Relapse

Prevention, decision making process and other cognitive based procedures to meet the needs of the juveniles in the program.

## II. OTHER REQUIREMENTS

- 2.1 Services must be provided in the language of literacy and understanding of the juvenile.
- 2.2 Contractor must implement best practice based programming.
- 2.3 Contractor may be called to testify in a Court of Law, at no additional cost to JPD.
- 2.4 Contractor will meet with department representatives, on a quarterly basis, to address any issues that may hinder the effectiveness of treatment services being provided.
- 2.5 A typed progress report must be signed by licensed counselor providing services, juvenile and parent/guardian and submitted to the Juvenile Probation Department by Contractor by the 10<sup>th</sup> calendar day of the month. **(Exhibit A)**
- 2.6 Contractor's monthly progress report submitted to the Juvenile Probation Department will incorporate information necessary to make an acceptable determination of juvenile's progress or lack of progress on a monthly basis. Contractor will be responsible for informing youths and family of limited confidentiality issues regarding court ordered youths. Contractor will be obligated to report to the Department and/or Court any active drug use and/or delinquent behavior.
- 2.7 An action plan shall be provided by Contractor for any areas in which the juvenile is not progressing. This Action Plan will be created with the juvenile, Contractor, Probation Officer and parent/guardian with copies being distributed to all parties.
- 2.8 Monthly progress reports shall be reviewed by the Contractor and juvenile that has mandated treatment and shall be discussed with the juvenile and parents. Progress must be based on specific measurable objectives, observable changes and demonstrated ability to apply changes in current situation.
- 2.9 Contractor shall provide an individualized treatment plan of service regarding the prescribed treatment for individuals and families referred to Contractor within fifteen (15) days of admission.
- 2.10 Contractor's services will be available on evenings and weekends.
- 2.11 Pre and post tests will be completed and submitted to the supervising officer for determination of progression or regression of juvenile in the program. All pre-

tests will be submitted five (5) days after enrollment and post tests will be submitted five (5) after juvenile is released from Contractor's services.

- 2.12 Contractor will be available to communicate and staff cases with supervising Juvenile Probation Officer and/or department liaison on a monthly basis.
- 2.13 Contractor will provide a monthly progress report along with the billing. A progress report may also be requested at anytime by the Department and/or the Court. The progress report shall identify progress or lack of progress that is based on clearly specified objective criteria, refusal or failure to attend or participate in treatment, failing to abide by the client's treatment plan and/or contract, or any disclosures regarding violations of supervision shall be clearly documented in treatment records.
- 2.14 The Contractor will provide all services as indicated:
- One- (1) hour individual session a minimum of one (1) time a week.
  - Group session will be provided a minimum of six- (6) hours weekly.
  - Parent group to be provided a minimum of two- (2) hours per session, two (2) times a month.
  - Family session consisting of juvenile and parent/guardian to be provided for a minimum of one- (1) hour per session, two (2) times a month, not including intake and discharge sessions.

(Definition of therapeutic hour is 50 minutes of services with 10 minutes of documentation)

- 2.15 Ratio of Contractor providing service to juveniles in group will be 1:10.
- 2.16 Contractor's parent group will consist of a maximum of ten (10) participants per parent group. Group will consist of only the parent/guardian of the juveniles involved in the program.
- 2.17 All services provided to the juveniles referred through Juvenile Probation Department will be specific to those juveniles only. No mixing of other juvenile populations will be allowed.
- 2.18 Contractor's program will be a minimum of eight (8) weeks.
- 2.19 Contractor will provide services for 80 to 140 juveniles per year.
- 2.20 Assigned Probation Officer will be immediately notified in writing via e-mail or telephonically of all crisis calls and outcomes of all juveniles reporting to Contractor under the influence of alcohol or other drugs. Contractor will identify and include in their action plan the method of addressing these issues as well as identify what curriculum and modalities that will be used to provide the services requested. All such events will be reported to the Department and/or proper authorities within twenty-four (24) hours.

- 2.21 Contractor will provide transportation for all juveniles participating in the program for the purpose of attending all Contractor related services. Transportation will be provided to the parent and/or guardian of juvenile by Contractor when transportation is not available to parents/guardians for the purpose of attending all services provided by Contractor. Contractor shall comply with Title 25 Texas Administrative Code (TAC) § 448.510 - Client Transportation.

### **III. GENERAL PROVISIONS:**

#### **3.1 Compensation**

- 3.1(1) Contractor shall submit claims on invoices bearing Contractor's letterhead not later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Department Director of Financial Services. Invoices not timely submitted along with required documentation for each individual case 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 juvenile's name, type of service and related cost. Monthly progress notes must be submitted with invoice as supporting documentation to include participant and provider signatures. If the monthly progress report is not submitted with the invoice, payment will be delayed until documentation is provided to the Juvenile Probation Department.
- 3.1(2) Contractor shall establish procedures to and shall seek reimbursement and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources as applicable for eligible children in eligible settings (such as Medicaid or other insurance). The Juvenile Probation Department shall be the payer of last resort. Contractor shall reduce the amount of invoice for the amount of reimbursement received from any and all state/federal or other sources as applicable. Services shall be reimbursed by state/federal or other sources for eligible children in eligible settings. Invoices for services timely billed to, but denied by, other funding sources may be submitted to the County in accordance with the requirements of this contract except that such invoices shall be submitted within 90 days from the date of service along with documentation of submission to and denial by the other funding source. Contractor shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid.
- 3.1(3) A purchase of service must be approved by the Juvenile Probation Department and submitted to the Contractor prior to services being rendered. The Juvenile Probation Department will not be financially responsible for any services rendered without prior approval of the purchase of service by the Juvenile Probation Department. The contractor

must have an approved purchase of service from the department prior to any services being rendered. The purchase of service will include the identified service and dates of service which are needed on a monthly basis.

3.1(4) For and in consideration of said services Contractor shall be paid as follows:

Cost per hour for Individual counseling session:	\$48.00
Cost per hour per participant for Group counseling session:	\$16.00
Cost per hour per participant for Parent group:	\$16.00
Cost per hour for Family session:	\$50.00

3.1(5) Administrative expenses and communications with family, school, or referral source, or other agencies are inclusive of all services provided and may not be billed as a separate cost.

3.1(6) Costs to include all typed and signed documentation/reports to the Juvenile Probation Department. The Department will not be financially responsible for missed appointments.

3.1(7) Reference to Section III, paragraph 3.1(2) regarding Contractor's responsibility to seek reimbursement from insurance providers to include Medicaid, TriCare, and other insurances prior to seeking reimbursement from JPD. Additionally, Contractor may submit a monthly invoice that reflects the amount billed to JPD and the anticipated reimbursement from other insurance provider.

3.1(8) The Juvenile Probation Department receives an invoice from the Contractor. The Juvenile Probation Department will verify the services performed by the Contractor through the Juvenile Probation Department's purchase of service request. The Juvenile Probation Department will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check for the service provider. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Contractor shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to this agreement. The El Paso County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Contractor. The County of El Paso shall make payments within thirty (30) days of receipt to County entity.

### 3.2 **Records and Reporting**

3.2(1) Contractor shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, JPD, the State of Texas, or the Federal Government, books, documents and other evidence pertaining to the cost and expenses for this agreement,

hereinafter called the Records. Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to this agreement.

3.2(2) Record Retention:

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

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

3.4 Periodic Financial Reporting: Contractor shall provide semi-annual, as well as, annual financial statements to include but are not limited to the following:

3.4(1) Trial Balance, Balance Sheet, Profit and Loss Statement and Statement of Retained Earnings/Fund Balance certified by Contractor; or

3.4(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.

3.5 Contractor shall ensure that all of its paid and unpaid personnel who are required or allowed to provide services pursuant to this agreement will execute a Texas Law Enforcement Telecommunications System (TLETS)/National Crime Information Center (NCIC) records check, (**Exhibits B-1, B-2 and B-3**) in order to allow the Juvenile Probation Department to perform the criminal records and Sex Offender background check, as well as Sex Offender background check through the Texas Department of Public Safety.

3.6 Contractor must be familiar with Texas Family Code §261.101 *Persons Required to Report; Time to Report*. This code deals with reporting child physical or mental health abuse or neglect.

- 3.7 Under §231.006, Texas Family Code, the Contractor certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 3.8 Contractor certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts. **(EXHIBIT C)**
- 3.9 This agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Contractor shall have no cause of action against El Paso County or JPD in the event El Paso County or JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to El Paso County or JPD.
- 3.10 All representations made by the Juvenile Probation Department are contingent upon availability of funds from which payments for the contract services can be made and do not represent an obligation on the part of the Juvenile Probation Department, the County of El Paso, or the Texas Juvenile Probation Commission.
- 3.11 JPD shall conduct financial and programmatic monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the contract every six months through the use of the Private Vendor Contractual Monitors and Evaluation Report. Contractor agrees to cooperate fully with JPD's monitoring. JPD will notify the Contractor in writing of any deficiencies noted during such monitoring and may initiate the withholding, suspension or reduction of payments as appropriate, based upon such monitoring. **(EXHIBIT D)**
- 3.12 As determined in the reasonable judgment of the Juvenile Probation Department, failure of Contractor to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Contractor to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this contract and may result in withholding, suspension or reduction in payments or in immediate termination of this agreement as well as refund of payments. Contractor may be ineligible to receive future contracts.
- 3.12(1) Contractor warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Contractor. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County

Juvenile Probation Department within thirty (30) days of execution of this agreement.

3.12(2) Contractor shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months preceding the execution of this agreement, as well as during the term of this agreement along with any results and/or findings related to the Contractor conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Probation Commission, Texas Department of Family and Protective Services or any other agency which may license or regulate the Contractor in the provision of these services.

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

IV. **TERM AND TERMINATION:**

**Term:** This Agreement shall be effective upon execution and shall continue for one year. The County shall have the option to renew this agreement for two one-year terms upon the same terms and conditions contained in this agreement by providing written notice to Contractor.

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

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

To Contractor: Aliviane, Inc.  
ATTN: Cirilo L. Madrid, Ph.D., LCDC  
1111 Barranca, Ste. 800  
El Paso, TX 79935

V. **INDEPENDENT CONTRACTOR:**

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



**VI. 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 and the Juvenile Probation Department.

**VII. VENUE:**

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

**VIII. INDEMNIFICATION:**

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

8.2 Contractor shall maintain at Contractor's own expense, Professional Malpractice Insurance with a policy limit of not less than \$1,000,000.00. 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, agents, and employees and the El Paso County Juvenile Board, its officers, agents, and employees as additional insureds and shall provide that the County of El Paso shall be given at least thirty (30) days advance written notice of any lapse, amendment or cancellation.

8.3 Contractor shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$300,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property. Such policies 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, agents, and employees and the El Paso County Juvenile Board, its officers, agents, and employees as additional insureds and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.

**IX. 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.

**X. 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.

**XI. NONDISCRIMINATION AND EQUAL OPPORTUNITY:**

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

11.2 Contractor shall ensure that the Texas Department of State Health Services, Substance Abuse Services has properly licensed them to provide services at the level and intensity specified in the Request for Proposal and shall submit with proposal a copy of said license.

11.3 Contractor shall make available upon request a copy of their current Policy and Procedures Manual to ensure compliance with the Texas Administrative Code Title 25, Part 1, Chapter 448 Standard of Care.

IN WITNESS WHEREOF, the parties execute this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**ATTEST:**

**THE COUNTY OF EL PASO**

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Hon. Anthony Cobos  
County Judge

\_\_\_\_\_  
Date

**Approved as to form:**

**ALIVIANE NO-AD., INC.**

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Cirilo L. Madrid, Ph.D., LCDC  
Chief Executive Officer

\_\_\_\_\_  
Date

**Approved as to content:**

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

\_\_\_\_\_  
Roger Martinez  
Chief Juvenile Probation Officer

\_\_\_\_\_  
Date

**COUNTY LEGAL REVIEW FORM**

KK-09-176

Contract Description: JPD/Aliviane, Inc. Intensive Outpatient Drug Treatment Services

**COUNTY ATTORNEY ACTION\*\***

**\*\*Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted  
 Approved as to Form with Amendments/Modifications/Reservations Noted Below\*  
 Not Approved

\*1)

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

**Kitty Schild**  
**Assistant County Attorney**

**MONTHLY ATTENDANCE / PROGRESS REPORT**

Participant Summary for the Month of \_\_\_\_\_

Juvenile's Last Name: \_\_\_\_\_ Juvenile's First Name: \_\_\_\_\_

Date of Admission: \_\_\_\_\_ P.O.: \_\_\_\_\_

Juvenile Referred For:  Substance Abuse Counseling  Anger Management  Cognitive Skills  
 Prevention Intervention  Family Counseling  Individual Counseling

Treatment Goal (s)	Date of Sessions Attended	Type of Service	Services performed directly by:
_____	Session _____	<input type="checkbox"/> Ind. <input type="checkbox"/> Group <input type="checkbox"/> Family	_____
_____	Session _____	<input type="checkbox"/> Ind. <input type="checkbox"/> Group <input type="checkbox"/> Family	_____
_____	Session _____	<input type="checkbox"/> Ind. <input type="checkbox"/> Group <input type="checkbox"/> Family	_____
_____	Session _____	<input type="checkbox"/> Ind. <input type="checkbox"/> Group <input type="checkbox"/> Family	_____
_____	Session _____	<input type="checkbox"/> Ind. <input type="checkbox"/> Group <input type="checkbox"/> Family	_____
_____	Session _____	<input type="checkbox"/> Ind. <input type="checkbox"/> Group <input type="checkbox"/> Family	_____
_____	Session _____	<input type="checkbox"/> Ind. <input type="checkbox"/> Group <input type="checkbox"/> Family	_____
_____	Session _____	<input type="checkbox"/> Ind. <input type="checkbox"/> Group <input type="checkbox"/> Family	_____

No Show Appointments: \_\_\_\_\_

Reason for missed appointments: \_\_\_\_\_

**PROGRESS**

Identify progress or lack of progress for each identified goal:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PLAN OF ACTION**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Juvenile Signature Date

\_\_\_\_\_  
 Parent Signature Date

\_\_\_\_\_  
 Therapist Signature Date

Signature above indicates juvenile and/or parents participated in the services indicated above

# Exhibit B-1

## AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

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

ROGER MARTINEZ  
CHIEF JUVENILE OFFICER  
JUVENILE PROBATION DEPARTMENT  
EL PASO COUNTY

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

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

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

TCIC/NCIC/Police/Sheriff's Records

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## El Paso County Juvenile Probation Department

### TCIC/NCIC CONTRACTOR RECORDS CHECK REQUEST

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

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

Criminal Records Check Requested on:

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

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



**EL PASO COUNTY  
JUVENILE PROBATION DEPARTMENT**

**Yahara Lisa Gutierrez**

Judge  
65<sup>th</sup> Judicial District Court

6400 Delta Drive  
El Paso, TX 79905  
Phone (915) 849-2500  
FAX (915) 849-2577

**Richard L. Ainsa**  
Referee  
Juvenile Court I

**Maria T. Levy-Ligon**  
Referee  
Juvenile Court II

**Roger Martinez**  
Chief  
Juvenile Probation Officer

El Paso Police Department ID&R  
Sex Offender Registration Check

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

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

**Please sign and date this form and indicate whether or not there are records on the above named individual(s) and return it to the El Paso County Juvenile Probation Department, Attention TERRY GUTIERREZ, General Counsel Executive Assistant.**

Records Check Conducted by:

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





EL PASO COUNTY  
JUVENILE PROBATION DEPARTMENT

Exhibit B-3

Richard L. Ainsa  
Referee  
Juvenile Court I

**Yahara Lisa Gutierrez**

Judge  
65<sup>th</sup> Judicial District Court

Roger Martinez  
Chief  
Juvenile Probation Officer

Maria T. Levya-Ligon  
Referee  
Juvenile Court II

6400 Delta Drive  
El Paso, TX 79905  
Phone (915) 849-2500  
FAX (915) 849-2577

El Paso Sheriffs Department ID&R  
Sex Offender Registration Check

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

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

Please sign and date this form and indicate whether or not there are records on the above named individual(s) and return it to the El Paso County Juvenile Probation Department, Attention TERRY GUTIERREZ, General Counsel Executive Assistant.

Records Check Conducted by:

<u>Name</u>	<u>Title</u>	<u>Date</u>
_____	_____	_____



**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 Report<sup>1</sup>

### NON-RESIDENTIAL PRODUCTS AND SERVICES

#### GENERAL INFORMATION

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

#### PROVIDER INFORMATION

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

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

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

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

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

## Section I

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

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

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

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

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

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

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

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

**Date Assessed:**  
**Date Assessed:**  
**Date Assessed:**

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

**Date Assessed:**  
**Date Assessed:**  
**Date Assessed:**

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

**Date Assessed:**  
**Date Assessed:**

**Date Assessed:**

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

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

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

**Date Assessed:**  
**Date Assessed:**  
**Date Assessed:**

- Quality assurance review of produced product.

**Date Assessed:**  
**Date Assessed:**  
**Date Assessed:**

- Other (specify)

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

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

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

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

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

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

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

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

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

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

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

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

- Receipt and/or verification of professional credentials and required licensing of individual, if required.  
**Date Assessed:**
- Receipt and/or verification of applicable licensure, certification, or permits.  
**Date Assessed:**
- Reference check of provider and/or staff documented.  
**Date Conducted:**
- Review prior complaints (if any) against provider.  
**Date Reviewed:**
- Review Better Business Bureau information, if any.  
**Date Reviewed:**
- Other (Specify)  
**Date:**

Other (Specify)

**Date:**

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

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

**Satisfactory**

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

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

## Section III

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

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

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

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

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

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

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

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

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

**Date Assessed:**

**Date Assessed:**

**Date Assessed:**

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

**Date Assessed:**

**Date Assessed:**

**Date Assessed:**

- Receipt and review of financial statements or audit.

**Date Reviewed:**

- Other (Specify)

**Date:**

- Other (Specify)

**Date:**

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

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

- Satisfactory**

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

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

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

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

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

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

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

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

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

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

**Date:**  
**Date:**

- Payment withheld, suspended, reduced (Specify details)

**Date:**  
**Date:**  
**Date:**  
**Date:**

- Refund of payment (Specify details)

**Date:**  
**Date:**

- Legal action (Specify details)

**Date:**

- Service Provider ineligible for future contracts (Specify)

**Date:**

- Other (Specify)

**Date:**

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