

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**FOREIGN NATIONAL CHILDRENS PROJECT COORDINATOR
AND
EL PASO COUNTY JUVENILE PROBATION DEPARTMENT**

This agreement is entered into by and between the El Paso County Juvenile Probation Department, hereinafter known as “JPD” and Rosa Maria Aguirre, hereinafter known as “Contractor.” To coordinate, the delivery and provision of services by the Border Children’s Justice Project (BCJP) to return foreign national juveniles offenders to their respective communities after processing in the Texas juvenile justice system and to assist in the return of juveniles who are citizens of the United States and who have committed offenses in Mexico, Central America or South America.

1. SERVICES TO BE PERFORMED BY CONTRACTOR

Perform the following services for the El Paso County Juvenile Probation Department: Contractor shall be familiar with the laws, culture, and resources of Mexico, Central America, and South America.

1.1 Contractor shall ensure programmatic components to include, but not limited to the following:

- (a) Coordination of the return of foreign national juvenile offenders who have committed an offense in El Paso County, Texas, wherein this Border Children’s Justice Project is located;
- (b) Coordination of the return of foreign national juvenile offenders who have committed an offense in a Texas county where there is no BCJP. The Texas County wherein the juvenile commits the offense may refer the juvenile to the BCJP in the Texas County closest to the juvenile’s home;
- (c) Coordination of the return of juveniles who are United States citizens and have committed an offense in Mexico, Central America and South America to the appropriate authorities in the United States for further court-related proceedings; and
- (d) Negotiation and formulation of agreements with the appropriate foreign consulate’s offices for the provision of necessary and appropriate services for juveniles and their families.

- 1.2 Contractor shall ensure that the juvenile offenders served pursuant to the BCJP are eligible to receive such services as described herein:
- (a) Have citizenship in an applicable foreign country and:
 - 1. Have committed an offense in the state of Texas;
 - 2. Have been referred to the BCJP in a Texas border county; and
 - 3. Have a foreign country of residence; or
 - (b) Have United States citizenship and:
 - 1. Have committed an offense in an applicable foreign country;
 - 2. Have been referred to the BCJP in a Texas border county; and
 - 3. Have the United States as their country of residence.
- 1.3 The contractor shall facilitate collaborative efforts between the United States and foreign authorities through juvenile courts, the United States Border Patrol, law enforcement, foreign consulate offices, child protective agencies and corrections officials. To this end, the contractor shall negotiate and formulate agreements with the respective consulate's office(s) for the provision of necessary and appropriate services for juveniles and their families. The services shall include:
- (a) Collection of restitution from juveniles to repay losses to victims in the United States;
 - (b) Securing proper identification of foreign national juveniles, including birth verification, when possible and correct address;
 - (c) Informing parents, guardians, and custodians of their child's involvement with the juvenile court;
 - (d) Provision of counseling services to juveniles and their families;
 - (e) Securing placement services;
 - (f) Securing supervision services of foreign national juveniles placed on probation; and
 - (g) Returning children to their home through the authority of the respective consulate's office.
- 1.4 Contractor shall ensure compliance with the two performance measures as calculated and described below:
- (a) Performance measure one (1) captures the total number of juvenile foreign national citizens served by the Border Children's Justice Project in each fiscal year of the grant period regardless of country of citizenship, referring county or disposition. This measure includes only persons of juvenile age (i.e., 10 to 16 at the time of the offense) referred to the project; and

- (b) Performance measure two (2) captures the total number of juvenile United States citizens served by the Border Children's Justice Project in each fiscal year of the grant period regardless of county of residence or disposition. This measure includes only persons of juvenile age (i.e., 10 to 16 at the time of the offense) referred to the project.
- 1.5 Assist in transporting parents / guardians from the U.S. Port of Entry to the Juvenile Court Hearings and provide assistance in obtaining permission of U.S. Immigration Authorities for those parents who do not have legal entry documents.
- 1.6 Obtain Pre-Disposition Report information
- 1.7 Assist in recommendation for dispositional purposes
- 1.8 Agrees to allow J.P.D. to examine and evaluate the program of services provided under the terms of this agreement and to review J.P.D. client records.
- 1.9 Agrees to maintain confidentiality of all juvenile records existing or created as a result of this program pursuant to the provisions of the Texas Family Code
- 1.10 Contractor shall be in compliance with the policies and procedures of the Juvenile Probation Department regarding communication with the Director Intake and/or the Deputy Chief of Probation Services
- 1.11 Submit claims on invoices bearing Contractor's letterhead no later than five (5) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Department Fiscal Manager. Letterhead shall contain an accurate mailing address and telephone number where contractor can be reached during normal business hours. Cost to include all typed documentation/reports to the Juvenile Probation Department.
- 1.12 Eligibility to Receive Payment on State Contracts.

Under § 231.006, Texas Family Code, the Contractor certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certificate is inaccurate.

- 1.13 Permit the County to examine and evaluate Contractor's program of services provided under the terms of this agreement and to review client records. The examination and evaluation of the program will include unscheduled site visitations and observations of programs in operation. Contractor shall provide the County with evaluation data and information as requested for the purpose of completing performance evaluations of the program.
- 1.14 The Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph 2. of this agreement. Contractor shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.
- (1) Period Financial Reporting:
Contractor shall provide semiannual, as well as, annual financial statements to include but are not limited to the following:
- a. Trial Balance, Balance Sheet, Profit and Loss Statement and Statement of Retained Earnings/Fund Balance certified by Contractor; or
 - b. Independent Audit or Review (prepared in accordance with GAAP) based on Contractor's fiscal year. Contractor shall provide the County certified copies of the most recent documents of any, or all listed above, within 90 days from the Contractor's financial year-end.
- (2) Contractor certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts.
- 1.15 Maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called the Records.

(1) 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.

- 1.16 Contractor warrants that Contractor is certified, approved or licensed by all Federal, State or local agencies or department which have jurisdiction to regulate any activity performed by the Contractor.
- 1.17 Contractor must be familiar with the 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.
- 1.18 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 in order to allow the Juvenile Probation Department to perform the criminal records check (Exhibit A-1 & A-2). Sex offender background check through the Texas Department of Public Safety will also be completed (Exhibit A-3).
- 1.19 Contractor may be called upon to testify in a Court of Law.
- 1.20 This agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Contractor shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination withdrawal or failure of Federal and/or State funding to JPD.
- 1.21 Sanctions.

JPD shall conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the contract every six months through use of the Private Service Contractual monitors and Evaluation Report (Exhibit B). 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.

- (1) 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 sub-contractors 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 a refund of payments made pursuant to Paragraph 1.11 for billing purposes. Contractor may be ineligible to receive future contracts.
- (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.

1.22 Contractor shall insure 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).

2. **SERVICES TO BE PERFORMED BY J.P.D.** J.P.D. shall perform the following services:

- 2.1 J.P.D. shall provide its service provider with office space at the J.P.D. facility located at 6400 Delta Drive, El Paso, Texas 79905.
- 2.2 For and in consideration of services mentioned herein, J.P.D. agrees to pay Contractor an amount of \$2,588 (two thousand five hundred eighty-eight dollars) per month. Contractor shall submit an invoice for services to J.P.D. monthly. Each billing shall contain the names of the juveniles for whom the payment is sought. Payment of said invoice shall be made within thirty (30) days of receipt by J.P.D.

2.3 J.P.D. shall reimburse Contractor for automobile mileage at the rate of \$.405 cents per mile for Contractor's services pursuant to this agreement. Contractor shall submit a mileage report to J.P.D. each month with invoice pursuant to paragraph 1.11 for billing purposes. (Exhibit C Mileage Reimbursement Form)

3. **TERM AND TERMINATION**

This agreement shall become effective January 1, 2008 and shall remain in effect until August 31, 2008. This agreement shall be automatically renewed thereafter on a year to year basis and remain in effect until terminated by mutual consent of the parties or the thirty (30) days written notice to terminate by either party.

Notice shall be mailed to J.P.D.: Alberto Alvarez, Jr.
6400 Delta Drive
El Paso, Texas 79905

to Contractor Rosa Maria Aguirre
La Fogata 5913
Fraccionamineto El Portal
El Paso, Texas 79905

4. **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.
5. **ASSIGNMENT.** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of El Paso County.
6. **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.
7. **INDEMNIFICATION.** Contractor shall defend, indemnify and hold harmless El Paso County, its officers, agents employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional act or omission of Contractor, its agents, employees, or subcontractors. Contractor shall pay any and all damages assessed against El Paso County, its officers, agents or employees, arising out of such negligence or intentional acts.
8. **AUDIT.** Upon reasonable notice, J.P.D. shall have the right to audit, at its expense, all amounts due under this agreement to verify compliance with the terms of this agreement. Contractor shall allow J.P.D. or its agents reasonable access to Contractor's records relevant to this audit.

9. **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.
10. **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.
11. **REPORTING OF SERVICE PAYMENTS.** An Internal Revenue code (IRC), Form 1099 MISC (Miscellaneous Income) will be given to you by the County of El Paso showing how much was paid to you as a non-employee service provider for the aforementioned services.
12. **SPANISH TRANSLATION.** The terms and conditions of this contract have been explained to me in Spanish and I understand my duties and responsibilities as well as those duties and responsibilities of the County of El Paso.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2008.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

County Judge Anthony Cobos

Date

Approved as to form:

Contractor:

Assistant County Attorney

Rosa Maria Aguirre, Coordinator
Border Children's Justice Project

Date

Approved as to content:

(Signer must have legal authority to bind Corporation)

Alberto Alvarez, Jr.
Chief Juvenile Probation Officer

Date

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

THE HONORABLE ALFREDO CHAVEZ
JUVENILE JUDGE
65th DISTRICT COURT
EL PASO COUNTY

ALBERTO ALVAREZ, JR.
CHIEF JUVENILE OFFICER
JUVENILE PROBATION DEPARTMENT
EL PASO COUNTY

Name: _____ Date of Birth: _____

Social Security Number: _____

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

TCIC/NCIC/Police/Sheriff's Records

Signature

Date

EXHIBIT A-1



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**

Richard L. Ainsa
Referee
Juvenile Court I

Maria T. Levya-Ligon
Referee
Juvenile Court II

Alfredo Chavez
Judge
65th Judicial District Court

6400 Delta Drive
El Paso, TX 79905

Phone (915) 849-2500
FAX (915) 849-2577

Alberto Alvarez, Jr.
Chief
Juvenile Probation Officer

Oscar Reyes
Deputy Chief

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:

Name

Title

Date

EXHIBIT A-3

An Equal Opportunity Employer



**EL PASO COUNTY
JUVENILE PROBATION DEPARTMENT**

Alfredo Chavez

Judge
65th 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. Levya-Ligon
Referee
Juvenile Court II

Alberto Alvarez, Jr.
Chief
Juvenile Probation Officer

Oscar Reyes
Deputy Chief

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:

Name	Title	Date

EXHIBIT A-3

An Equal Opportunity Employer



Texas Juvenile Probation Commission
Private Service Provider Contractual Monitoring and Evaluation Report
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, Fax Number, E-Mail Address, Description and Frequency of Contracted Service, Type of Non-Residential Service

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.

Table with 3 columns: Overall Review of Service Provider Performance, Satisfactory, Unsatisfactory*. Rows include Section I, II, III, Overall Performance, and Eligibility for Contract Renewal.

* 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.

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.

MILEAGE REIMBURSEMENT FORM

NAME:

VEHICLE: Make:

Model:

License Plate #

LOG START DATE:

START-ODOMETER
READING:

MILEAGE LOG

DATE	FROM DESTINATION	ODOMETER BEG #	TO DESTINATION	ODOMETER END #	PURPOSE/DOCKET NUMBER	MILES

ADDITIONAL COMMENTS:

TOTAL MILES

SIGNATURE _____

DATE: _____

COUNTY LEGAL REVIEW FORM

KK-08-037

Contract Description: Foreign National Juvenile Offenders Return Services/Aguirre

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.

Lee Shapleigh
Assistant County Attorney