

**RENEWAL OF SERVICES AGREEMENT – FAMILY SKILLS DEVELOPMENT
AGREEMENT BETWEEN THE COUNTY OF EL PASO
AND PINNACLE SOCIAL SERVICES, L.L.C.**

This Renewal is made to that Services Agreement – Family Skills Development, by and between the County of El Paso (“COUNTY”) and Pinnacle Social Services, L.L.C. (“Contractor”), effective September 1, 2009.

It is mutually understood and agreed by and between the undersigned contracting parties to renew that previously executed Agreement effective September 1, 2008 as follows:

PURSUANT TO Section 20 of the Agreement, the parties agree to extend the term of this Agreement for a period of 12 months, from September 1, 2009 to August 31, 2010, at the rates set out in this Agreement. This renewal is effective on September 1, 2009, regardless of its date of execution.

All other terms and conditions of the Agreement to remain in full force and effect.

**COUNTY OF EL PASO
STATE OF TEXAS**

ANTHONY COBOS, COUNTY JUDGE

Date: _____

ATTEST:

DELIA BRIONES, EL PASO COUNTY
CLERK

Date: _____

PINNACLE SOCIAL SERVICES, L.L.C.

LUCIA GADNEY
Title: President
(Signer must have authority to bind the
company)

Date: _____

APPROVED AS TO FORM:
Assistant County Attorney

Date:

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

FAMILY SKILLS DEVELOPMENT

This agreement is entered into by El Paso County, on behalf of the Juvenile Probation Department, hereinafter known as “JPD” and Pinnacle Social Services, L.L.C. hereinafter known as the “Contractor.”

DOCUMENTS INCORPORATED BY REFERENCE

For the service identified therein as such in the following: El Paso County R.F.P.#08-018, Addendum 1, Attachment 1, and this Contract, proposal, all of which are hereby incorporated herein reference and made a part hereof. Documents not included or expressly contemplated in the Paragraph, do not, and shall not, form any part of this contract.

SERVICES TO BE PERFORMED BY CONTRACTOR:

Contractor shall perform the following services for JPD:

1. FAMILY SKILLS DEVELOPMENT:

1.1 Contractor shall provide Family Skills Development for Youths between the ages of ten (10) and seventeen (17) years of age, who have been adjudicated of delinquent conduct.

1.1(a) Youths participating in services must currently meet Texas Youth Commission (TYC) eligibility requirements pursuant to Texas Family Code §54.0401. If not currently TYC eligible must have been eligible for prior TYC commitment eligibility. Youths and families participating in the Family Skills Development Training may possess the following traits and/or characteristics:

- | | |
|-----------------------------|------------------------------------|
| ●Criminal /Gang Orientation | ●Emotional/Mental Health Disorders |
| ●Aggressive behavior | ●Impulsive-aggressive behavior |
| ●Lack of victim empathy | ●Substance abuse/dependency |
| ● Educational issues | ●Low intellectual capacity |
| ● Lack of pro social values | ●Educational issues |
| ● Sexual deviant behaviors | ●Chaotic home environment |

1.2 Contractor shall implement a program that incorporates communication training; parenting skills; problem solving; conflict resolution; anger management; substance abuse services and therapeutic interventions to address mental health and behavioral

issues identified as contributing to the family dysfunction and the youth's delinquency as well as reduce recidivism and avoid removal of the youth from the home and community. The program design and delivery of services will be evidence based, flexible, and available in the home, school and community based on needs and objectives identified. The program must have the capacity to serve both monolingual Spanish and English speaking families.

- 1.3 Contractor shall utilize assessment tools and implement treatment plans tailored to each family's individual needs and should identify environmental constraints and resources that may be accessed to enhance independence.
- 1.4 Contractor warrants that all progress or lack thereof is based on specific measurable objectives, observable changes and demonstrated ability to apply changes in current situation and shall be responsive to the goals and outcomes measures described in the Logic Model for Family Skills Training Program. **(Exhibit "1")**
 - 1.4(1) Contractor shall provide a quarterly outcome report based on Exhibit 1 submitted to Administrator of Probation Services.
- 1.5 JPD shall screen and refer juveniles for services with Contractor based on established criteria. Contractor does not have the discretion to decline any juvenile or family for services.

2. **THERAPEUTIC SERVICES:**

- 2.1 The Contractor's intervention team shall carry a caseload of twenty (20) to forty (40) active cases for a period not to exceed 90 days depending on the juvenile's and family's progress.
- 2.2 Contractor shall provide a Master's Level Clinician to oversee services and skills building, assess youths and families as well as oversee the development and implementation of treatment and discharge planning.
- 2.3 Contractor skills building services shall be provided on an individual and family basis on identified needs of the youth and his family members. The treatment plan and service delivery shall include involvement from the youth, immediate and extended family members, schools, peers, health services, community groups and/or other involved agencies to effectively address the needs of the youth and his/her family. Contractor should be well versed in a variety of therapeutic skills and interventions to address mental, emotional, and behavioral and substance abuse and/or dependency issues.
- 2.4 Contractor shall utilize assessments similar to the PRP Rehabilitation Assessment **(Exhibit "2")**, which addresses the following issues for service delivery: mental behavioral issues; educational issues; vocational issues; social and independent living skills; self care; job readiness; substance use and abuse issues; as well as

family and support systems issues. Said assessments and evaluations shall be performed by a Master's Level Clinician assigned to the program whom shall be available and capable of providing appropriate assessments and evaluations to screen for risk factors and identify and/or diagnose mental health, substance abuse and behavioral disorders. Said Master's Level Clinician shall also be able to develop and employ a treatment plan which is strength based to address youth and families identified goals.

- 2.5 Contractor shall also provide appropriately licensed or certified staff capable of providing but not limited to services involving: substance abuse for youths chemically abusing and/or addicted to alcohol or other drugs; be capable of addressing co-occurring disorders; address issues of sexuality, sex education; self esteem; anger management and conflict resolutions; Independent living and job readiness skills.
- 2.6 Contractor shall provide juvenile group counseling services to include the utilization of interpersonal; cognitive-behavioral, psychodynamic and/or affective methods and strategies to achieve mental, emotional physical, social, moral, educational, spiritual, and career development and adjustment through the life span. Contractor must be authorized, versed and capable of providing Moral Recognition Therapy (MRT) for those enrolled youth identified as requiring and/or benefiting from the services. NOTE: a juvenile group shall consist of two or more individuals, but shall not exceed a ratio 8:1. Juvenile groups consisting of youth that have been identified as developmentally delayed shall not exceed 60 minutes.
- 2.7 Contractor shall utilize a wrap around approach to develop a network of support services for the juvenile and family. The wrap around approach should be utilized in the development of the initial treatment plan, as well as discharge planning.
- 2.8 Contractor shall implement evidenced based curriculums verified by statistical research and evaluation to be effective with children between the ages of 10 to 17.

3. **CASE MANAGEMENT:**

- 3.1 Case management services shall be provided by an individual who holds a minimum of a Bachelor's in the Behavioral or Social Sciences.
- 3.2 Case management services include coordination with schools, participation in Admission Reviews and Dismissal (ARD's) teacher consultation, and community linkages with support agencies, vendors, and health services. Skill-building services include conflict resolution, anger and stress management, parenting skill development, substance abuse intervention, and communication skills, independent living and vocational skills.
- 3.3 Case management services shall include: providing independent living skills, identification and engagement with pro-social activities; accessing and linkage to community resources; educational and vocational skills development when

recommended by the department and in collaboration with the vendor as well as provide and/or coordinate transportation when necessary.

4. CRISIS MANAGEMENT:

- 4.1 The Contractor shall make available when necessary a Master's Level Clinician 24 hours a day 7 days a week to address any crisis that may arise. A Master's Level Clinician shall be made available once it is jointly determined by the Contractor's case manager and the assigned Juvenile Probation Officer.
- 4.2 Contractor shall immediately notify an assigned probation officer in writing via e-mail and telephonically of all crisis calls and outcomes.

5. AFTERCARE:

- 5.1 Contractor shall provide aftercare services for up to 3 months following closure of the Family Skills Development Training program. Services shall be provided at least twice per month on a face to face basis with the juvenile and the family. During the First month of aftercare services, the Contractor shall provide two (2) face to face contacts with the family. During the second and third months of aftercare services, the contractor shall provide one (1) face to face contact and one (1) telephone contact. If it is jointly determined by the Contractor and the assigned Juvenile Probation Officer that additional face to face contacts are needed, then Contractor shall provide an agreed upon number of face to face contacts.
- 5.2 Contractor shall monitor the progress of treatment and skills acquired while participant was engaged in the program, as well as ensure appropriate linkage to community based agencies and resources.
- 5.3 Contractor shall provide support and continued linkage to necessary services in the community.

6. DOCUMENTATION:

- 6.1 Contractor shall submit a typed, dated and signed individual treatment plan and assessment for each participant within 10 business days from opening the case to assigned Probation Officer. Treatment plan shall include diagnosis, modalities, and identified goals treatment plan shall be strength based. Contact information for the staff providing services shall be listed on the report. Treatment plan shall be signed by master's level clinician, service provider, case manager, youth and parent/guardian.
- 6.2 Contractor shall submit a typed, monthly progress report that incorporates achievement and/or lack of progress with indentified treatment plan objectives; with measureable outcomes, obstacles encountered, and recommendations for the upcoming month to the assigned Probation Officer. Monthly progress reports shall

be submitted within 10 business days from the last day of the month. Monthly progress notes shall include signatures of the therapist, case manager, youth and parent/guardian.

- 6.3 Contractor shall submit a discharge summary within 10 business days upon case closure to the assigned Probation Officer and shall include original signatures of the master's level clinician, service provider, case manager, youth and parent/guardian. The discharge plan should identify appropriate linkages; accomplishment of identified goals and or rationale for failure to adhere to program, as well as referrals and resources made to provide continued support assistance if a youth is discharged unsuccessfully.
- 6.4 Contractor shall provide a monthly typed aftercare progress report with measureable outcomes, obstacles encountered, and recommendations for the upcoming month. Monthly progress reports shall be submitted within 10 business days from the last day of the month to the assigned Probation Officer.
- 6.5 Contractor shall provide documentation verifying programming/curriculums are evidence based for the target population of children between the ages of 10 to 17.

7. **COMMUNICATION:**

- 7.1 Contractor shall maintain regular telephonic and/or personal communication with probation officers as required.
 - 7.2 Contractor shall coordinate a monthly staffing with the probation officer assigned to the case to assure and monitor delivery and quality of services. The contractor shall document staffing and provide a copy to the probation officer.
 - 7.3 Contractor's case managers must attend drug court staffings on a bi-monthly basis for juveniles enrolled in the juvenile drug court program.
 - 7.4 Contractor's case manager must attend monthly case staffings with the Serious Habitual Offender Comprehensive Action Program (SHOCAP) staff.
 - 7.5 Contractor's case manager must attend monthly case staffings with the Intensive Supervised Probation (ISP) sex offender staff.
 - 7.6 Contractor may be called to testify in court at no additional cost to JPD or El Paso County.
8. Contractor will also provide one (1) hour class a minimum of four (4) times a year in coordination with the JPD's Training Coordinator. Contractor will explain the treatment assessment/evaluation process; objectives and goals of treatment and how recommendations are made.

9. Submit claims on invoices bearing Contractor's letterhead no later than ten (10) business 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. Contractor shall provide a detailed monthly billing that includes the juvenile's name, start date, discharge date, start/end date, and related cost. Contractor shall submit contact logs for each juvenile in the program as supporting documentation.
 - 9.1 Contractor shall establish procedures to seek and bill payment for services rendered pursuant this agreement from any and all state/federal or other sources as applicable for eligible children in eligible settings. 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. Invoices not timely submitted shall not be paid.
 - 9.2 Contractor shall submit a typed written comprehensive monthly progress report to the Juvenile Probation Department's Fiscal Officer assigned to the child/family within 10 business days from the last day of the month. Payment for services shall not be made, pursuant to **paragraph 9**, until this report is received.
10. Contractor shall ensure that within 30 days of execution of contract, 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 A-1, A-2 and A-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.
11. Contractor shall provide JPD's Training Coordinator with written documentation within thirty (30) days of execution of the contract, verifying receipt of **mandatory** training in 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. Contractor shall contact JPD Training Coordinator to request and arrange for the above training.
12. 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. (**Exhibit "C") TJPC Child Support Affidavit**
13. 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.

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

14.(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.

15. Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph 5 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 conducting 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.

15.(1) Periodic Financial Reporting:

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

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

15.1(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 yearend.

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

17. **SANCTIONS:**

JPD shall conduct periodic financial and programmatic monitoring and evaluation of the performances of the contractor or any subcontractor rendered pursuant to the contract every six months through use of the Private Service Provider Contractual Monitors and Evaluation Report (**Exhibit "B"**). Contractor agrees to cooperate fully with County's monitoring. JPD will notify the Contractor in writing of any deficiencies noted during such monitoring and may initiate the withholding, suspension or reduction of payments as appropriate, based upon such monitoring.

- 17.(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 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 section paragraph 2 of this agreement. Contractor may be ineligible to receive future contracts.
- 17.(2) 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.
- 17.(3) 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.
- 17.(4) Contractor shall permit either the JPD Contract Manager, JPD Supervising Personnel, or assigned JPD Probation Officer to inspect and monitor contractor's program at any time deemed appropriate by the JPD to ensure quality control of the contractor's program to include but not limited to appropriate delivery of services, appropriate staff conducting services related to this agreement; as well as any other services or concerns requiring monitoring by the JPD.
18. 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).
19. **SERVICES TO BE PERFORMED BY JPD:**

19.1 Contractor shall be paid a fee of twenty-nine dollars and zero cents (\$29.00) per juvenile, per day for documented Family Skills Development services. This amount will be prorated to reflect the date of admission to the program. This charge includes all services pursuant to this agreement. 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 subject to paragraph 9 of this agreement.

19.2 **PAYMENT PROCESS:**

The Juvenile Probation Department receives an invoice from the Contractor pursuant to paragraph 9. 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 paragraph 9 of 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.

20. **TERM AND TERMINATION:**

Term: This agreement shall be effective on September 1, 2008 and shall continue until August 31, 2009. This agreement may be renewed for up to two (2) one year renewal options upon mutual written notice of the parties to this agreement prior to the expiration of the initial term or subsequent first renewal period.

Termination: JPD and Contractor may mutually agree to terminate this Agreement at any time by giving thirty (30) days written notice to terminate. Contractor may terminate this agreement 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 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: Alberto Alvarez Jr., Chief
Juvenile Probation Officer
6400 Delta Drive
El Paso, Texas 79905

To Contractor: Lucia Gadney, President
Pinnacle Social Services, LLC

4625 Alabama, Suite C
El Paso, TX 79930

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

21. **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.

22. **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.

23. **INDEMNIFICATION:**

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

23.2 Contractor shall maintain at Contractor's own expense, 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, employees and the El Paso County Juvenile Board as additional insured and shall provide that the County of El Paso shall be given at least thirty (30) days advance written notice of any lapse, amendment or cancellation.

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

24. **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.

25. **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.

26. **NONDISCRIMINATION AND EQUAL OPPORTUNITY:**

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

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

ATTEST:

THE COUNTY OF EL PASO

County Clerk

Hon. Anthony Cobos
County Judge

Date

APPROVED AS TO FORM:

Assistant County Attorney

APPROVED AS TO CONTENT:

CONTRACTOR:

Alberto Alvarez, Jr.
Chief Juvenile Probation Officer

Lucia Gadney, President
Pinnacle Social Services, LLC

Date

Date

Exhibit A-1

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

THE HONORABLE YAHARA LISA GUTIERREZ
JUVENILE JUDGE
65th DISTRICT COURT
EL PASO COUNTY

ROGER MARTINEZ
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



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
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. 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:

_____	_____	_____
Name	Title	Date



EL PASO COUNTY
JUVENILE PROBATION DEPARTMENT

Exhibit A-3

Richard L. Ainsa
Referee
Juvenile Court I

Yahara Lisa Gutierrez

Judge
65th 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

Private Service Provider Contractual Monitoring and Evaluation Report¹

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*
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.

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.



**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: _____

Logic Model Family Skills Training Program

JPD REFERRED JUVENILE	MAJOR PROGRAM COMPONENTS	PROGRAM ACTIVITIES	JUVENILE FAMILY OUTCOMES
<p>Juveniles ages 10-17 Adjudicated for a criminal Offense and placed on community-based supervision and court ordered to attend counseling and case management services as a condition of probation. Juveniles must currently meet Texas Juvenile Commission (TYC) requirements or was eligible for prior TYC commitment.</p>	<p>JPD referral to Pinnacle Social Services.</p> <p>Pinnacle Social Services Group Services.</p> <p>Pinnacle Social Services Individual Sessions.</p> <p>Pinnacle Social Services Family Session.</p>	<p>Pinnacle Social Services will complete initial assessment and pre-test to identify the juvenile and/or juvenile’s family’s needs within 10 business days. Pinnacle identifies appropriate client classification Development to treatment plan formulated by Pinnacle, client, family and JPD.</p> <p>Group Services for 1-8 participants based on identified classification by counselor.</p> <p>Criminal/Gang Orientation Traits/Characteristics. Emotional/Mental Health Disorders Traits/Characteristics</p> <ul style="list-style-type: none"> • <i>Lack o/Victim Empathy</i> Seventy- five • <i>Educational Issues</i> (75%) of • <i>Substance Abuse/Dependency</i> • <i>Emotional Issues</i> receiving services • <i>Issues with Authority</i> will complete • <i>Sexual Deviant Behaviors</i> treatment as • <i>Chaotic Home Environment</i> scheduled. • <i>Low Intellectual Capacity</i> <p>Individual Counseling Sessions performed by a Masters Level Clinician. Based on identified needs and treatment plan.</p> <p>Criminal/Gang Orientation Traits/Characteristics. Emotional/Mental Health Disorders Traits/Characteristics.</p> <p>Family Counseling Sessions performed by a Masters Clinician. Based on identified needs and treatment plan.</p> <p>Criminal/Gang Orientation Traits/Characteristics. Emotional/Mental Health Disorders Traits/Characteristics.</p>	<p>Juvenile and/or family members will meet 75% of identified treatment goals.</p> <p>Seventy-five percent (75%) of juveniles /families members will be able to identify and access community support services.</p> <p>Seventy-five percent (75%) of juveniles /families receiving services will complete treatment as scheduled.</p> <p>Seventy-five percent (75%) of juveniles receiving services will not be referred to JPD for technical violations.</p> <p>Eighty percent (80%) of juveniles participating in treatment will be able to identify factors contributing to delinquency and apply acquired skills in order to deal with said contributing factor.</p>

External Factors: Detention of the juvenile, participation by the juvenile in multiple intervention programs, and the changing of probation officers and other personnel associated with the family are all external factors that will alter the operation of and affect the outcomes of the Family Skills Training Program.

PRP Rehabilitation Assessment (Page 1)

Name:	Date:
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Description of psychiatric symptoms:

Indicate Level of Functioning:

I – independent	S – needs support	N – needs direct supervision	N/A – Not Applicable
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Education/Vocation	I	S	N	N/A	Remarks
Able to read well					
Able to write clearly					
Able to perform mathematical computations					
Knowledge of career interests					
Completes assigned tasks					
Able to reach occupational goals					
Able to complete applications					
Able to interview effectively					
Follows-through on the job					
Able to maintain employment					
Social Skills	I	S	N	N/A	Remarks
Communicates with family members					
Interacts with peers					
Communicates needs clearly					
Asserts self when needed					
Able to use coping skills					
Able to maintain relationships					
Uses good judgment in making decisions					
Participates in social activities					
Plans/participates in recreational activities					
Independent Living Skills	I	S	N	N/A	Remarks
Able to maintain a clean household					
Able to do own laundry					
Prepares meals					
Shops for needs					
Able to handle money					
Keeps appointments					
Able to use public transportation					
Able to use community resources					

PRP Rehabilitation Assessment (Page 2)

Indicate Level of Functioning:

I – independent

S – needs support

N – needs direct supervision

N/A – Not Applicable

Self Care	I	S	N	N/A	Remarks
Self-Administration Of Medication					
Medication Complaint					
Medication Knowledgeable					
Grooming / Hygiene					
Identifies Stressors					
Knows First-Aid/Fire Safety Procedures					
Able To Avoid Danger					
Able To Conform To Laws/Norms					
Job Preparedness Skills	I	S	N	N/A	Remarks
High School Diploma Or GED					
Vocational Training					
Wake-up At An Appointment Time					
Go To Bed At Night AT A Reasonable Time					
Dress According To The Weather/Occasion					
Family/Support System	I	S	N	N/A	Remarks
Socializes With Family					
Socializes With Friends					
Attend Clubs					
Attend Clubs					
Attends Church Or Other Spiritual Center					
Attend Meetings					
Other (<i>Specify</i>)					
Need List (<i>Prioritize All Identified Needs</i>)					

Staff Signature

Date

