

STATE OF TEXAS)
)
COUNTY OF EL PASO)

FULL BATTERY PSYCHOLOGICAL EVALUATION

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

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

Contractor shall perform the following services for the JPD:

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

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

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

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

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

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

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

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

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

2. OTHER REQUIREMENTS

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

3. COST

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

- 3.4** The department will not be financially responsible for missed appointments.
- 3.5** A typed and signed copy of the psychological evaluation shall be provided to the Juvenile Probation Department whether Contractor is paid through private insurance, CHIP or Medicaid, the Juvenile Probation Department, or any other source of funding.
- 3.6** All representations made by the Juvenile Probation Department are contingent upon availability of funds from which payments for contracted services can be made and do not represent an obligation on the part of the Juvenile Probation Department, the County of El Paso, the El Paso County Juvenile Board, or the Texas Juvenile Probation Commission.
- 3.7** All invoices must bear Contractor's letterhead and be submitted no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Invoices not timely submitted shall not be paid. Letterhead shall contain an accurate mailing address and telephone number where Contractor can be reached during normal business hours. Contractor's invoice must indicate an invoice number and contract number KK-10-161, juvenile's name, type of service and related cost. Copy of the psychological evaluation must be included with invoice as supporting documentation for payment. If the copy of the psychological evaluation is not submitted with the invoice, payment will be delayed until documentation is provided to the Juvenile Probation Department. Invoices not submitted timely shall not be paid.
- 3.8** Contractor shall establish procedures to seek and bill payment for services rendered pursuant to this agreement from any and all state/federal or other sources (such as Medicaid, CHIP, CHAMPUS or other public or private insurance), as applicable for eligible children in eligible settings. A covered service is a service for which reimbursement from either a public or private insurance plan is available. The Juvenile Probation Department shall be the payer of last resort. The Contractor shall not bill Juvenile Probation Department for any services rendered for which payment was received from any and all state/federal or other sources, as applicable. The Contractor is required to accept the amount paid by any and all state/federal or other sources, as applicable, as payment in full. Invoices for services timely billed to, but denied by, other funding sources may be submitted to the County in accordance with the requirements of this agreement except that such invoices shall be submitted within 90 days from the date of service along with documentation of submission to and denial by the other funding source. In the event the Contractor is later paid for the rendered service by any other funding source, the Contractor shall reimburse all amounts to the Juvenile Probation Department for the rendered service within 30 days of receiving such payment. The Contractor shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid. A list of insurance companies accepted by the Contractor should be submitted to the Juvenile Probation Department. Any changes to the list of insurance providers shall be submitted to the Juvenile Probation Department before any changes take effect.

4. GENERAL PROVISIONS:

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

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

4.2 Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Paragraph 2 of this agreement. Contractor shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

(a) **Period Financial Reporting:**

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

1. Trial Balance, Balance Sheet, Profit and Loss Statement and Statement of Retained Earnings/Fund Balance certified by Contractor; or
2. Independent Audit or Review (prepared in accordance with GAAP) based on Contractor's fiscal year. Contractor shall provide the County certified copies of the most recent documents of any, or all listed above, within 90 days from the Contractor's financial year-end.

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

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

4.4 Record Retention: Contractor shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of four (4) years after the end of the contract period. If any litigation, claim, or audit involving these records commences before the three year period expires, the Contractor must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved, whichever is later.

4.5 Contractor shall ensure that within fifteen (15) days of execution of this agreement all of its paid, unpaid personnel and any new employees, hereafter, who are required or allowed to provide services pursuant to this agreement will

- 1) submit their fingerprints through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) system for a criminal history search **(Exhibit B-1)** and

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

5. SANCTIONS

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

(a) As determined in the reasonable judgment of the Juvenile Probation Department, failure of Contractor to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes take appropriate corrective action in the event of violations may be considered a material breach of this agreement and may result in withholding, suspension, or reduction in payments or in immediate termination of this agreement as well as refund of payments made pursuant to paragraph 3.8. Contractor may be ineligible to receive future contracts.

(b) Contractor warrants that it is certified, approved or licensed by all Federal, State, or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Contractor. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within fifteen (15) days of execution of this agreement. The contractor shall provide all renewed and updated certification, approval, license, registration or any other required regulatory permits to the Juvenile Probation Department within ten (10) days of receiving the renewal and/or any updates. For all new employees, the contractor shall follow the above guidelines.

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

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

- 5.3** Contractor shall ensure that all files and records generated or created pursuant to this agreement containing individually, identifiable health information in electronic, paper, and oral form also known as protected health information (PHI), is maintained and or disseminated in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended (HIPPA).
- 5.4** Payment shall be made on invoices received pursuant to paragraph 3.7 within thirty (30) days of receipt by El Paso County Juvenile Probation Department.
- 5.5** This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this Agreement. Contractor shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to JPD.
- 5.6** JPD shall conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the Contract pursuant to paragraph 5.1.

6. TERM AND TERMINATION:

Term:

This agreement shall be effective May 1, 2010, regardless of the date of execution, and shall continue until April 30, 2011. The County shall have the option to renew this agreement for two one-year terms upon the same terms and conditions contained in this agreement by providing written notice to Contractor. Any such extensions are subject to availability of funds provided and approved by Commissioner's Court.

Termination:

JPD and Contractor may mutually agree to terminate this Agreement at any time by giving 30 day written notice to terminate. Contractor may terminate this agreement without cause by giving thirty (30) days written notice to terminate. JPD may terminate this agreement without cause by giving thirty (30) days written notice to terminate. JPD may terminate this agreement without notice immediately in the event Contractor fails to comply with any provision of this agreement. Contractor shall cease to incur costs associated with this agreement upon termination or receipt of written notice to terminate, whichever occurs first.

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

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

7. INDEPENDENT CONTRACTOR:

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

8. ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey this agreement, in whole or in part, without the prior written consent of El Paso County.

9. VENUE:

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

10. INDEMNIFICATION:

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

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

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

11. AGREEMENT:

This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

12. ENFORCEMENT:

In the event that any portion of this agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

13. NON-DISCRIMINATION AND EQUAL OPPORTUNITY:

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

14. EXHIBITS:

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

- Exhibit A** – TX Juvenile Probation Commission Affidavit of Eligibility to Receive State Funds
- Exhibit B 1 -- Fingerprint Applicant Services of Texas (FACT) Check**
- Exhibits B2, B3, & B4**
Texas Law Enforcement Telecommunications System (TLETS)/National Crime Information (NCIC) Records Check.
- Exhibit C** – Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

ATTEST:

THE COUNTY OF EL PASO:

County Clerk

By: _____
Hon. Anthony Cobos
County Judge

Date

Date

Approved as to Form:

Assistant County Attorney

Date

Approved as to Content:

Roger Martinez, Chief
Juvenile Probation Officer

Guido Barrientos, Ph.D.

Date

Date

(Signer must have authority
to bind the company)

COUNTY LEGAL REVIEW FORM

KK-10-161

Contract Description: Contract with Guido A. Barrientos to provide psychological services for JPD.

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
 X Approved as to Form with mendments/Modifications/Reservations
Noted Below*
_____ Not Approved

- Made grammatical formatting edits throughout document.
- Deleted weekend service hours on page 3, paragraph 1.4.
- Added Exhibit B-1- Fingerprint Applicant Services of Texas (FACT) Check

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.

Christina Sanchez
Assistant County Attorney



**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

This document is your **FAST Pass** to be fingerprinted for a criminal history record check.
You must present this form at the time of fingerprinting.
You may schedule a fingerprint appointment on-line by following the steps below:

1. Logon to www.iisfingerprint.com and select "Texas"
2. Select your language preference
3. Select "**Juvenile Probation Commission**"
4. Enter **TX071023G** when prompted for Hiring Agency ORI Number
5. Follow the prompts to select service location, date and time.
6. Follow the prompts to enter your personal information

Agency Information

El Paso County Juvenile Probation Department ORI: [TX071023G](#)

Reason for fingerprinting: **Criminal Justice Employment**

Applicant Information (To be completed by Applicant)

Applicant Last Name _____ First Name _____ Middle Name _____
(please print)

Sex Male Female Race _____ Ethnicity _____ Skin Tone _____
(W, B, A, I, O) (Hispanic or Non-Hispanic)

Date of Birth _____ Height _____ Weight _____ Hair Color _____ Eye Color _____
(feet and inches)

Place of Birth _____ Citizenship _____ Social Security No. _____
(state or country) (country)

DL / ID No. _____ State Issuing DL / ID No. _____

Home Address _____
Street Address City State Zip

Service Center Information (To be completed by FAST Live Scan Operator)

Date Prints Taken _____ Amount Charged For Service 9.95

Paid by: Check Money Order Visa MasterCard Billing Acct
 At time of scheduling At time of appointment Other

TCN _____

I HAVE COMPARED THE GOVERNMENT-ISSUED IDENTIFICATION PRESENTED BY THE APPLICANT AND ATTEST THAT TO MY BEST DETERMINATION, I HAVE FINGERPRINTED THE SAME PERSON.

Printed Name of LSO: _____

Signature of LSO: _____

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

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

ROGER MARTINEZ
CHIEF JUVENILE PROBATION OFFICER
EL PASO COUNTY
JUVENILE PROBATION DEPARTMENT

Name: _____ Date of Birth: _____
(PRINT NAME)

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

PURPOSE: COMPLIANCE CONTRACTUAL REQUIREMENT

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 _____



JUDGE ENRIQUE H. PEÑA
JUVENILE JUSTICE CENTER

YAHARA LISA GUTIERREZ
JUDGE
65TH JUDICIAL DISTRICT COURT

ROGER MARTINEZ
CHIEF
JUVENILE PROBATION OFFICER

MARC MARQUEZ
DEPUTY CHIEF
JUVENILE SERVICES

LORENA HEREDIA, CPA
DEPUTY CHIEF
FINANCE AND OPERATIONS

RICHARD L. AINSA
REFEREE
JUVENILE COURT I

MARIA T. LEYVA-LIGON
REFEREE
JUVENILE COURT II

El Paso Sheriff's 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

AN EQUAL OPPORTUNITY EMPLOYER



**JUDGE ENRIQUE H. PEÑA
JUVENILE JUSTICE CENTER**

**YAHARA LISA GUTIERREZ
JUDGE
65TH JUDICIAL DISTRICT COURT**

**ROGER MARTINEZ
CHIEF
JUVENILE PROBATION OFFICER**

**MARC MARQUEZ
DEPUTY CHIEF
JUVENILE SERVICES**

**LORENA HEREDIA, CPA
DEPUTY CHIEF
FINANCE AND OPERATIONS**

**RICHARD L. AINSA
REFEREE
JUVENILE COURT I**

**MARIA T. LEYVA-LIGON
REFEREE
JUVENILE COURT II**

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

AN EQUAL OPPORTUNITY EMPLOYER



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.