

**AMENDMENT TO INTENSIVE IN-HOME SERVICES AGREEMENT
BETWEEN THE COUNTY OF EL PASO
AND PINNACLE SOCIAL SERVICES, L.L.C.**

This Amendment is made to the Intensive In-Home Services Agreement, by and between the El Paso County, on behalf of the Juvenile Probation Department (JPD) and Pinnacle Social Services LLC (Contractor), effective June 1, 2010.

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed Agreement effective June 1, 2009 as follows:

IV. TERM AND TERMINATION:

This Agreement will continue on a month to month basis effective June 1, 2010 and end on October 31, 2010, at which point this Agreement shall be terminated.

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

**COUNTY OF EL PASO
STATE OF TEXAS**

_____ Date: _____
ANTHONY COBOS, COUNTY JUDGE

ATTEST:

_____ Date: _____
DELIA BRIONES, EL PASO COUNTY
CLERK

PINNACLE SOCIAL SERVICES, L.L.C.

_____ Date: _____
LUCIA GADNEY, PRESIDENT

(Signer must have authority to bind the
company)

APPROVED AS TO FORM:

_____ Date: _____
CHRISTINA SANCHEZ
ASSISTANT COUNTY ATTORNEY

COUNTY LEGAL REVIEW FORM

KK-10-425

Contract Description: Amendment to Intensive In-Home Therapeutic Services/Month-to-Month/Pinnacle Social Services, L.L.C/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
 Approved as to Form with amendments/Modifications/Reservations
Noted Below*
 Not Approved

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

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTENSIVE IN-HOME SERVICES

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

I. SERVICES TO BE PERFORMED BY CONTRACTOR:

Contractor shall perform the following services for the JPD:

1. **Purpose:** Contractor will provide intensive in-home therapeutic services to families to assist them in becoming stable family units, and more effective in their roles as parents, sons/daughters, siblings, students, and members of a social community in order to avoid removal of the juvenile from the home, reduce recidivism, and create a safer and healthier community. Additionally the complexity of clinical issues presented by adolescents and their families require considerable flexibility in the design and delivery of strength based interventions. Program is to be approximately 3 to 5 months depending on the juvenile and family progress for approximately 20 to 40 active cases at all times. Program will have the ability to provide in home services on weekends and non-traditional working hours. Furthermore, Contractor will have the capacity to serve both monolingual Spanish and English speaking families.

II. PROGRAM REQUIREMENTS

2.1 **Therapeutic services**

- 2.1(1) Contractor will provide a minimum of 2 therapeutic sessions per week in the home with the family for a minimum of 30 minutes face-to-face contact per session. Therapeutic services shall be provided by an LPC, LCSW, LMFT.
(Provisional Licensed Clinicians cannot provide therapeutic services)
- 2.1(2) Counseling services shall be provided on an individual/family basis.
The treatment plan and service delivery shall include the involvement of the Juvenile Probation Department, extended family, school, peers, health services, community groups, and/or other involved agencies to effectively address the needs of the family.

2.2. **Case Management**

- 2.2(1) Contractor will provide a minimum of 2 case management contacts per week for a minimum of 1 hour per session, one of which must be in the home. Case management services shall be provided by an individual who holds a Bachelor's in the Behavioral or Social Sciences.
 - 2.2(2) Case management services will include coordination with schools, participation in ARD's, teacher consultation; acquire mentors, and community linkages with support agencies, Vendors, and health services. Skill-building services to include conflict resolution, anger and stress management, parenting skill development, substance abuse intervention and communication.
 - 2.2(3) The program will provide independent living skills, linkage or resources for vocational skills development when recommended by the department and in collaboration with the Contractor.
- 2.3 **Crisis Management**
- 2.3(1) When needed, personnel shall be available 24 hours a day 7 days a week to address any crisis that may arise. Services shall be provided by an LPC, LCSW, LMFT. (Provisional Licensed Clinicians cannot provide therapeutic services)
 - 2.3(2) The assigned Probation Officer must be immediately notified in writing via e-mail of all crisis calls and outcomes.
- 2.4. **Aftercare**
- 2.4(1) Duration of aftercare will be up to 3 months following closure of the intensive in-home program. Services shall be provided at least twice per month with the therapist providing at least one face-to-face contact.
 - 2.4(2) Aftercare will include monitoring of the internalization of treatment and skills acquired while participant was engaged in the program.
 - 2.4(3) Contractor will provide support and continued linkage to necessary services in the community.
- 2.5 **Documentation**
- 2.5(1) Contractor shall submit a typed, dated and signed individual treatment plan and assessment for each participant within five- (5) business days from opening the case. Treatment plan shall include diagnosis, modalities, and identified goals. Contact information for the Therapist and Case Manager assigned shall be listed on the report.
 - 2.5(2) Contractor shall submit a typed, monthly progress report with measurable outcomes, obstacles encountered, and recommendations for the upcoming month. Monthly progress reports shall be submitted on a timely basis prior to requesting reimbursement for services.

- 2.5(3) Discharge summary shall be submitted within five (5) working days upon case closure.
- 2.5(4) Monthly aftercare progress report shall be by submitting a typed, monthly progress report with measurable outcomes, obstacles encountered, and recommendations for the upcoming month. Monthly progress reports shall be submitted on a timely basis prior to requesting reimbursement for services.
- 2.5(5) Contractor will be responsible for submitting to JPD on a Quarterly basis the following outcome report:
- Comprehensive listing of juveniles served with start date and end date.
 - Juveniles' DOB and PID #.
 - The name of the assigned juvenile probation officer
 - Identification of successful and unsuccessful completion of program.
 - Identify if the family is in need of Spanish speaking services.
 - Identify if the juvenile is currently receiving Aftercare Services.
- 2.5(6) Contractor will be responsible for submitting the following report at the end of the calendar year:
- Total number of cases opened for In-Home Services for the calendar year.
 - Total number of cases closed successfully.
 - Total number of cases closed unsuccessfully.
 - % of families that needed services provided in Spanish.
 - Total number of families that received Aftercare services.
- 2.6 **Communication:**
- 2.6(1) Regular telephonic or in person communication with Probation Officers is required.
- 2.6(2) A monthly staffing with the Probation Officer assigned to the case will be coordinated to assure and monitor delivery and quality of services. Contractor will document staffing and a copy shall be provided to the Probation Officer.
- 2.7. **Other Requirements**
- 2.7(1) Contractor may be called to testify in a Court of Law.
- 2.7(2) Contractor will provide services in the language of literacy and understanding of the juvenile.
- 2.7(3) A typed progress report, to include the elements within the Juvenile Justice Evaluation Center Logic Model, must be signed and submitted to the Juvenile Probation Department by the 5th calendar day of the month. Failure to submit progress reports in a timely manner will result in non-payment for services. (**See attachment 1**).

- 2.7(4) Typed progress reports shall be issued to the agency that has mandated treatment and shall be discussed with the juvenile and parents. Progress must be based on specific measurable objectives, observable changes and demonstrated ability to apply changes in current situation.
- 2.5(5) Services must be available on evenings and weekends.
- 2.7(6) Individual pre and post-tests must be completed and submitted. The pre-test shall be submitted along with the standard assessment and treatment plan. The post-test shall be submitted along with the discharge summary.
- 2.7(7) Contractor shall provide a written plan of service regarding the prescribed treatment of individuals and families referred to vendor within thirty (30) days of initial assessment.
- 2.7(8) Contractor will be available to communicate and staff cases with the supervising Juvenile Probation Officer on a regular basis. Contractor will provide a progress report monthly along with the billing. A progress report may also be requested at anytime by the Probation Officer and/or the Court. The progress report shall identify progress or lack of progress that is based on clearly specified objective criteria, refusal or failure to attend or participate in treatment, failing to abide by the client's treatment plans and/or contracts, or any disclosures regarding violations of supervision shall be clearly documented in treatment records. An action plan shall be provided for any areas in which the juvenile is not progressing. This information shall be provided and communicated to the appropriate supervising officer in the justice system according to the referring agency policy or pursuant to the court order.
- 2.7(9) Contractor will provide a one (1) hour class a minimum of four (4) times a year in coordination with the El Paso County Juvenile Probation Department. Contractor will explain the services delivered to participants and families as part of their contractual agreement.

III. GENERAL PROVISIONS:

3.1 Compensation

- 3.1(1) Contractor shall submit claims on invoices bearing Contractor's letterhead not later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Department Director of Financial Services. Invoices not timely submitted along with required documentation for each individual case shall not be paid. Letterhead shall contain an accurate mailing address and telephone number where contractor can be reached during normal business hours. Contractor's invoice must indicate juvenile's name, type of service and related cost. Monthly progress notes must be submitted with invoice as supporting documentation to include participant and

provider signatures. If the monthly progress report is not submitted with the invoice, payment will be delayed until documentation is provided to the Juvenile Probation Department.

- 3.1(2) Contractor shall establish procedures to seek reimbursement 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. Contractor shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid.
- 3.1(3) Contractor shall request prior approval through electronic notification to the supervising juvenile probation officer to include the identified service, dates of service which are needed on a monthly basis. Such requests must be requested prior to any services being rendered. Failure to do so will result in the Contractor absorbing the cost for services not approved.
- 3.1(4) For and in consideration of said services Contractor shall be paid as follows:

\$47.76 per day per client for juveniles and families receiving services. The cost per client includes all treatment costs, travel and training that may be necessary, program administration and overhead costs, or any other direct or indirect cost. Aftercare services will be provided by Contractor with no additional per day cost incurred.
- 3.1(5) Administrative expenses and communications with family, school, or referral source, or other agencies are inclusive of all services provided and may not be billed as a separate cost.
- 3.1(6) Costs to include all typed and signed documentation/reports to the Juvenile Probation Department. The department will not be financially responsible for missed appointments.
- 3.1(7) Reference to Section II, paragraph 3.1(2) regarding Contractor's responsibility to seek reimbursement from insurance providers to include Medicaid, TriCare, and other insurances prior to seeking reimbursement from JPD. Additionally, Contractor may submit a monthly invoice that reflects the amount billed to JPD and the anticipated reimbursement from other insurance provider.

3.1(8) When the Juvenile Probation Department receives an invoice from the Contractor, the Juvenile Probation Department will verify the services performed by the Contractor through the Juvenile Probation Department's purchase of service request. The Juvenile Probation Department will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check for the service provider. Payment for services with state funds will be identified on the check with a note "TJPC STATE FUNDS". Contractor shall maintain separate accounting records for the receipt and expenditure of any and all state funds received pursuant to Section II 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.

3.2 **Records and Reporting**

3.2(1) Contractor shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County, 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.

3.2(2) Record Retention:

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

3.2(3) Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to this agreement. Contractor shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

3.2(4) Periodic Financial Reporting:

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

- (a). Trial Balance, Balance Sheet, Profit and Loss Statement and Statement of Retained Earnings/Fund Balance certified by Contractor; or
 - (b) Independent Audit or Review (prepared in accordance with GAAP) based on Contractor's fiscal year. Contractor shall provide the County certified copies of the most recent documents of any, or all listed above, within 90 days from the Contractor's financial year end.
- 3.3 Contractor shall ensure that all of its paid and unpaid personnel who are required or allowed to provide services pursuant to this agreement will execute a Texas Law Enforcement Telecommunications System (TLETS)/National Crime Information Center (NCIC) records check, (**Exhibits B-1, B-2 and B-3**) in order to allow the Juvenile Probation Department to perform the criminal records and Sex Offender background check, as well as Sex Offender background check through the Texas Department of Public Safety.
- 3.4. Contractor must be familiar with Texas Family Code §261.101 *Persons Required to Report; Time to Report*. This code deals with reporting child physical or mental health abuse or neglect.
- 3.5 Under §231.006, Texas Family Code, the Contractor certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 3.6. Contractor certifies that the individual(s) or business entity named in this agreement is in good standing with the Texas Comptroller of Public Accounts. (**EXHIBIT C**)
- 3.7 This agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this agreement. Contractor shall have no cause of action against El Paso County or JPD in the event El Paso County or JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to El Paso County or JPD.
- 3.8 **SANCTIONS:** JPD shall conduct financial and programmatic monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the contract every six months through the use of the Private Vendor Contractual Monitors and Evaluation Report. Contractor agrees to cooperate fully with 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. (**EXHIBIT D**)

- 3.9 As determined in the reasonable judgment of the Juvenile Probation Department, failure of Contractor to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the Contractor to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this contract and may result in withholding, suspension or reduction in payments or in immediate termination of this agreement as well as refund of payments. Contractor may be ineligible to receive future contracts.
- 3.9(1) Contractor warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Contractor. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within thirty (30) days of execution of this agreement.
- 3.9(2) Contractor shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months preceding the execution of this agreement, as well as during the term of this agreement along with any results and/or findings related to the Contractor conducted by but not limited to the following agencies: Department of Justice, Texas Juvenile Probation Commission, Texas Department of Family and Protective Services or any other agency which may license or regulate the Contractor in the provision of these services.
- 3.10 Contractor shall ensure that all files and records generated or created, pursuant to this contract containing individually, identifiable health information in electronic, paper and oral form also known as protected health information (PHI) is maintained and/or disseminated in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

IV. TERM AND TERMINATION:

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

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

Notice Shall Be Mailed To JPD: Roger Martinez, Chief

Juvenile Probation Officer
6400 Delta Drive
El Paso, TX 79905-5408

To Contractor: Pinnacle Social Services, LLC
ATTN: Lucia Gadney
4625 Alabama
El Paso, TX 79930

V. INDEPENDENT CONTRACTOR:

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

VI. ASSIGNMENT:

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

VII. VENUE:

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

VIII. INDEMNIFICATION:

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

8.2 Contractor shall maintain at Contractor's own expense, professional malpractice insurance with a policy limit of not less than \$1,000,000.00. Such policy shall be with an insurance company licensed to do business in Texas and shall be satisfactory to the County. All of said insurance policies shall name the County, its officers, agents, and employees and the El Paso County Juvenile Board, its officers, agents, and employees as additional 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.

8.3 Contractor shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$300,000.00 for each single occurrence for bodily

injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property. Such policies shall be with an insurance company licensed to do business in Texas and shall be satisfactory to the County. All of said insurance policies shall name the County, its officers, agents, and employees and the El Paso County Juvenile Board, its officers, agents, and employees as additional insured and shall provide that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.

IX. AGREEMENT:

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

X. ENFORCEMENT:

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

XI. NONDISCRIMINATION AND EQUAL OPPORTUNITY:

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.

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 Content:

CONTRACTOR:

Roger Martinez, Chief
Juvenile Probation Officer

Lucia Gadney, President
Pinnacle Social Services LLC

Date

Date

**(Signer must have authority to bind
the company)**