

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**PSYCHOLOGICAL SERVICES
INDIVIDUAL & FAMILY GROUP PSYCHOLOGICAL COUNSELING**

This agreement is entered into by and between El Paso County, on behalf of the Juvenile Probation Department, hereinafter known as "JPD" and **J. Vincent Henneburg, d/b/a Henneburg Counseling Center, P.C.**, hereinafter known as "Contractor" to provide therapeutic services.

1. INDIVIDUAL, FAMILY AND GROUP COUNSELING SERVICES FOR MENTAL AND/OR BEHAVIORAL HEALTH ISSUES TO BE PERFORMED BY CONTRACTOR:

Contractor shall perform the following individual, family and group counseling services for mental and/or behavioral health issues for JPD:

- 1.1 Contractor shall provide individualized, family and group counseling services to youths referred by JPD with externalizing and internalizing disorders that have demonstrated moderate functional impairments. The focus of services provided shall include interventions for psychosocial skills development, enhancement of parenting skills and child behavior management strategies.
- 1.2 Contractor shall provide therapeutic interventions that reduce or stabilize symptoms, decrease functional impairments and build resiliency in the child and family unit.
- 1.3 Contractor shall provide therapeutic services by an individual licensed in the State of Texas in the following fields: licensed psychologist, licensed professional counselor (LPC), licensed clinical social worker (LCSW) and/or licensed marriage and family therapist (LMFT).
- 1.4 Contractor shall provide therapeutic services in the youth's and/or family's language of literacy. Contractor shall provide, but is not limited to, providing the following types of services:
 - 1.4.1 Comprehensive Assessment: Contractor shall provide a comprehensive assessment of the youth's and/or family's history, present life situation, strengths and needs as well as include information on any history of traumatic brain injuries the child may have sustained. The assessment shall act as a guide for the development of a treatment plan and identification of recommended services. A pre-test must be administered and incorporated as part of the assessment process.
 - 1.4.2 Treatment Plan: Contractor shall develop a comprehensive treatment plan that identifies the youth's and/or family's strength and needs. The plan must identify goals and objectives that are measurable and functionally defined

towards recovery and/or rehabilitative outcomes. Goals must be developed in conjunction with the referred youth and their parent/legal guardian as well as identify coordination with the assigned probation officer. Treatment plan shall also include discharge planning and coordination of community based and/or natural supports that the youth and family can access to sustain success. The treatment plan must be typed and signed by provider, youth and parent/guardian. Contractor shall discuss with the youth, youth's parent/guardian the purpose of the plan, goals, and strategies used to obtain goals. Treatment plan shall be submitted to JPD within thirty (30) days of initial assessment (**Exhibit 1 Plan of Service**).

1.4.3 Monthly Progress Report: Contractor shall provide a monthly progress report to JPD and/or the assigned probation officer. The monthly progress report shall include a summary of the youth and/or family's progress or lack of progress towards treatment goals. The report shall identify number of authorized sessions, number of sessions attended or missed. Lack of progress shall be documented on the report along with a plan identifying what strategies will be employed to aid the youth and/or family in meeting identified goals. Report shall be typed and signed by the provider, youth and parent/legal guardian (**Exhibit 2 Monthly Progress Report**).

1.4.3.1 Contractor shall provide a progress report at any time other than the monthly progress report if requested by JPD and/or a Court. The progress report shall identify progress or lack of progress that is based on clearly specified objective criteria, refusal or failure to attend or participate in treatment, failing to abide by the client's treatment plan and/or contract or any disclosures regarding violations of supervisors.

1.4.4 Discharge Plan: Contractor shall develop a discharge plan. Discharge planning should be initiated upon admission of therapeutic services. The Discharge Plan must identify if the discharge is successful or unsuccessful. Determination of discharge type (success/unsuccessful) shall be based on an objective, quantified and measureable outcome. Discharge plan shall include a summary of goals met/unmet as well as identify what community resources and/or natural supports have been developed to sustain success. A post therapy test must be administered to identify gains in the youth's and/or family's functional assessment as well as to determine progress, strengths, continued difficulties, and or ability to sustain goals identified. The discharge plan must be typed and include the provider's, youth's and parent's/legal guardian's signature (**Exhibit 3 Discharge Plan**).

1.5 Group Counseling Services

In addition to the scope of work described in sections 1.1 – 1.4.4 of this Agreement, section 1.5 of this Agreement is applicable to group counseling services.

1.5.1 Group services shall be comprised of at least two participants, but shall not exceed a ratio of 10:1. Group services for youths referred by JPD shall not be comingled with any other outside agencies or individuals. Group services shall be classified and treatment provided in accordance to their classification, which may include, but is not limited to, the following mental

and/or behavioral health issues:

- a. Criminal/Gang Orientation
- b. Anger Management
- c. Substance Abuse/Dependence
- d. Educational Issues
- e. Cognitive/Decision Making Skills
- f. Vocational Skills
- g. Low Intellectual Capacity/Functioning
- h. Parenting Skills
- i. Sexuality
- j. Impulsivity
- k. Coping Skills/Symptom Management

1.5.2 If group services are recommended in conjunction with individual and/or family sessions, separate reports and discharge plans should address all services being provided, outcomes and progress achieved.

1.6 Therapeutic sessions must be scheduled within five (5) business days of referral. Assessment and treatment plans shall be typed and signed by the provider, youth and parent/legal guardian and received by JPD within thirty (30) business days from the date the assessment and treatment plan are completed.

1.7 Contractor may be called to testify in a Court of Law to substantiate and/or clarify recommendations and/or services provided. The County shall not be billed if Contractor is called to testify in a Court of Law.

1.8 Contractor shall conduct a one (1) hour class a minimum of four (4) times a year in coordination with JPD's training coordinator to explain the evaluation process, mental disorders; how a diagnosis is determined and/or treatment practices.

1.9 Contractor agrees that all costs described in sections 2.1 – 2.3 of this Agreement includes costs associated with the interview, mental health assessment, collateral contacts, assessments and screening instruments and recommendation for services/interventions to address mental and/or behavioral health issues.

1.10 Contractor agrees that administrative expenses and communications with family, school or referral source or other agencies are considered part of the cost per counseling and may not be billed as a separate cost.

1.11 Contractor agrees that all typed and signed documentation/reports are considered part of the cost per counseling session and may not be billed as a separate cost.

1.12 Contractor agrees that typed and signed copies of the assessment, treatment plan, pre/post test scores and monthly progress reports and discharge plans shall be provided to JPD whether the Contractor is paid through private insurance, CHIP or Medicaid, JPD, or any other source of funding.

1.13 Measurement of Program Outcome

Contractor will be responsible for submitting to JPD, attention Director of Probation

Services, on a quarterly basis statistical data on the juveniles referred for services. Information submitted to JPD shall include: juvenile's name, date of birth and docket number, name of referring juvenile probation officer, type of service received (individual, family, group, substance abuse service, parenting, mental health counseling, etc.) number of successful/unsuccessful completions of program, identification if service was provided in English or Spanish, and number of times and date(s) called to testify.

1.14 Background Checks

1.14.1 Contractor shall ensure 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:

- a. Submits their fingerprints through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) system for a criminal history search (Exhibit 4-1). Contractor agrees to assume the cost associated with this service, and
- b. Execute a Texas Law Enforcement Telecommunication System (TLETS)/National Crime Information Center (NCIC) records check in order to allow JPD to perform the criminal records and Sex Offender background check as well as the Sex Offender Background search through the Texas Department of Public Safety (Exhibits 4-2, 4-3, and 4-4).
- c. Contractor shall submit copies of professional licenses to JPD for verification that personnel hold proper credentials to provide services.

1.15 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.

1.16 Contractor agrees that this Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this Agreement. Contractor shall have no cause of action against JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination withdrawal or failure of Federal and/or State funding to JPD.

1.17 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.

1.18 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 the services.

1.19 Financial Information

1.19.1 Contractor shall submit claims on invoices bearing contractor's letterhead 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. Contractor's invoice must contain an accurate mailing address, telephone number where contractor can be reached during normal business hours, an invoice number, contract number KK-10-343, juvenile's and/or parent(s) name, type of service, related cost and Contractor's signature. Invoices for juvenile services must be submitted separately from parent services. Copy of the monthly progress report, treatment plan (if one has not previously been submitted), discharge plan (if one has not previously been submitted), assessment (if one has not previously been submitted), pre/post test scores (if one has not previously been submitted) and family and group session sign in sheets must be submitted with invoice as supporting documentation to include provider signatures. If the report/documentation is not submitted with the invoice, payment will be delayed until documentation is provided to JPD.

1.19.2 Contractor shall establish procedures to seek reimbursement and bill payment for services rendered pursuant to this Agreement from any and all state/federal or other sources (such as Medicaid, CHIP, CAMPUS 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. JPD shall be the payer of last resort. The Contractor shall not bill JPD 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 not timely billed to, but denied by, other funding sources may be submitted to the County in accordance with the requirement 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 JPD for the rendered service within thirty (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 JPD. Any changes to the list of insurance providers shall be submitted to JPD before any changes take effect.

- 1.19.3 Contractor shall submit through electronic notification (e-mail or fax) identified services and dates of service needed on a monthly basis. Based on information submitted by Contractor, a JPD employee will generate an authorization of service contract. **An authorization of service contract must be approved by JPD and received by Contractor prior to services being rendered.** Failure to do will result in Contractor absorbing the cost for services not approved. Contractor designates the following e-mail address and fax number where the authorization of services contract must be submitted:

To: Maria Gore
henneburgcenter@att.net
Phone: (915) 778-3807
Fax: (915) 779-6600

With a Copy to: James Vincent Henneburg
Henneburgcenter@att.net
Phone: (915) 778-3807
Fax: (915) 779-6600

- 1.19.4 Eligibility to Receive Payment on State Contracts. Under § 231.006, Texas Family Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certificate is inaccurate (**Exhibit 5 TJPC Child Support Affidavit**).

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

- 1.19.6 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 Agreement 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 shall ensure that this clause concerning

the authority to audit funds received indirectly by sub contractors through contractor and the requirement to cooperate is included in any subcontract it awards.

1.19.7 **Period Financial Reporting:**

Contractor shall provide semi-annual, as well as, annual financial statements to include but 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 ninety (90) days from the Contractor's financial year-end.

1.20 **Records and Record Retention**

1.20.1 Contractor must 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 records.

1.20.2 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 (3) years after the end of the contracted period. If any litigation claim or audit involving these records commences before the three (3) year period expires, the Contractor must keep records and documents for not less than three (3) years or until all litigation, claims or audit findings are resolved; whichever is later.

1.21 **Sanctions**

1.21.1 JPD shall conduct monitoring and evaluation of the performances of the contractor and any subcontractor rendered pursuant to this Agreement every six (6) months through the use of the Private Vendor Contractual Monitors and Evaluation Report (**Exhibit 6**). JPD will notify the Contractor in writing of any deficiencies noted during such monitoring and may initiate the withholding suspension of reduction of payments as appropriate, based upon such monitoring.

1.21.2 As determined in the reasonable judgment of JPD, failure of contractor to comply with any provisions of this Agreement or a failure to achieve set goals and/or outcomes of failure of the contractor to properly administer subcontracts and take appropriate corrective action in the event of violations of subcontracts 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. Contractor may be ineligible to received future contracts.

2. SERVICES TO BE PERFORMED BY JPD

- 2.1. Contractor shall be paid seventy-five dollars (\$75.00) per individual therapeutic counseling session. Each session shall be one hour.
- 2.2. Contractor shall be paid seventy-five dollars (\$75.00) per family therapeutic counseling session. Each session shall be one hour.
- 2.3. Contractor shall be paid thirty-five dollars (\$35.00) per participant for group therapeutic sessions. Each session shall be one and a half hours (1 ½) serving a minimum of two (2) participants and a maximum of ten (10) participants per group session.
- 2.4. All representations made by JPD are contingent upon availability of any and all federal, state, and local funds from which payments for the contracted services can be made, and do not represent an obligation on the part of JPD, the County, or the Texas Juvenile Probation Commission.
- 2.5. Payment shall be made on invoices received pursuant to paragraph 1.19 within thirty (30) days of receipt by JPD.
- 2.6. Method of Payment

JPD receives an invoice from the contractor. JPD will verify the services performed by the contractor through the department's authorization of service request and monthly progress report. JPD will then process the invoice for payment through the County Auditor's Office. The County Auditor's Office will verify all supporting documentation and generate a check for the Contractor. 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. The 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 the County entity.

- 2.7 JPD shall conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the Agreement as per paragraph 1.21.1.

3. TERM AND TERMINATION

- 3.1. Term: This Agreement shall be effective on November 1, 2010, regardless of the date of execution by the parties, and shall continue until October 31, 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 the Contractor. Any such extensions are subject to availability of funds provided and approved by Commissioner's Court.
- 3.2. Termination: JPD and Contractor may mutually agree to terminate this Agreement

at any time by giving thirty (30) day written notice, sent certified mail (Return Receipt Requested) to terminate. Contractor may terminate this Agreement without cause by giving thirty (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The County may terminate this Agreement without cause 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, Texas 79905-5408

TO CONTRACTOR

J. Vincent Henneburg
1420 Geronimo Drive, B-4
El Paso, Texas 79925

4. 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.

5. 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.

6. VENUE

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

7. INDEMNIFICATION

- 7.1 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 of bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property. Policies shall be (1) with an insurance company licensed to do business in Texas and (2) 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, its officers and employees as additional insured's. El Paso County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.

- 7.2 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 of intentional act of omission of Contractor, its agents, employees or sub contractors. 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.
- 7.3. Contractor shall maintain at vendor'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 and the El Paso County Juvenile Board, their officers, employees as 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.

8. AGREEMENT

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

9. 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.

10. 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.

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:

CONTRACTOR:

Roger Martinez Chief
Juvenile Probation Officer

J. Vincent Henneburg M. Ed., LPC
d/b/a Henneburg Counseling Center

Date

Date

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

COUNTY LEGAL REVIEW FORM

KK-10-343

Contract Description: Contract between El Paso County, on behalf of the Juvenile Probation Department and J. Vincent Henneburg, d/b/a Henneburg Counseling Center, P.C. for individual and family group psychological counseling services

COUNTY ATTORNEY ACTION**

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

Approved as to Form as Submitted

Approved as to Form with Amendments/Modifications/Reservations
Noted Below*

Not Approved

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

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
Plan of Service

Name: _____
PID: _____
JPO: _____

Admissions Date: _____
DOB: _____
Projected Discharge Date: _____

Diagnosis & Presenting Problem(s):

Axis I:
Axis II:
Axis III:
Axis IV:
Axis V:

Presenting problem(s): _____

Juvenile and/or Family Strengths: _____

Possible Barriers to Treatment & Intervention Strategies: _____

Presenting Problem 1: _____

Treatment Goal 1: _____

Intervention(s): _____

Frequency of service: _____

Projected Completion Date: _____

Presenting Problem 2: _____

Treatment Goal 2: _____

Intervention(s): _____

Frequency of service: _____

Projected Completion Date: _____

Presenting Problem 3: _____

Treatment Goal 3: _____

Intervention(s): _____

Frequency of service: _____

Projected Completion Date: _____

Prognosis: _____

Resources: _____

Community Linkage: _____

Crisis Plan (identification of high risk situations/behaviors; alternate activities; emergency contacts and resources):

Signatures indicate participation in the development of this plan and receipt of a copy of the plan:

Youth: _____

Date: _____

Parent/Guardian: _____

Date: _____

Parent/Guardian: _____

Date: _____

Therapist: _____

Date: _____

JPO: _____

Date: _____

Caseworker: _____

Date: _____

Other: _____

Date: _____

Other: _____

Date: _____

Treatment Goal(s)

Date of Sessions Attended

Type of Service

Services performed directly by:
(Print name)

Session _____

Ind

Group

Family _____

Goal

Identify progress or lack of progress:

Session _____

Ind

Group

Family _____

Goal

Identify progress or lack of progress:

No Show Appointments: _____

Reason for missed appointments: _____

Reschedule Appointment by Contractor: _____

Reason for reschedule: _____

PLAN OF ACTION

Juvenile Signature

Date

Parent /Guardian Signature

Date

Therapist Signature

Date

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

El Paso County Juvenile Probation Department
DISCHARGE SUMMARY

Name: _____
PID: _____
JPO: _____
Successful Discharge: _____

Discharge Date: _____
DOB: _____
Admissions Date: _____
Unsuccessful Discharge: _____

Summary of Services Provided:

Summary of Goals Accomplished:

Summary of Goals Not Achieved and Reasons for Non-Compliance:

Reason(s) for Termination:

Identified Strengths:

Child:

Family:

Identified Weaknesses:

Child:

Family:

Recommendation(s):

Referrals & Contact person(s):

Prognosis:

Recommendation regarding registration:

Crisis Plan:

Signatures indicate participation in the development of this plan and receipt of a copy of the plan:

Youth: _____

Date: _____

Parent/Guardian: _____

Date: _____

Parent/Guardian: _____

Date: _____

Therapist: _____

Date: _____

JPO: _____

Date: _____

Caseworker: _____

Date: _____

Other: _____

Date: _____

Other: _____

Date: _____



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

RICHARD L. AINSA
REFEREE
JUVENILE COURT I

MARIA T. LEYVA-LIGON
REFEREE
JUVENILE COURT II

ROGER MARTINEZ
CHIEF
JUVENILE PROBATION OFFICER

MARC MARQUEZ
DEPUTY CHIEF
JUVENILE SERVICES

LORENA HEREDIA, CPA
DEPUTY CHIEF
FINANCE AND OPERATIONS

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:

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

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
CHILD SUPPORT AFFIDAVIT**

**TEXAS FAMILY CODE, SECTION 231.006
INELIGIBILITY TO RECEIVE STATE GRANTS, LOANS OR
RECEIVE PAYMENT ON STATE CONTRACTS**

A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services, or receive a state-funded grant or loan until:

1. All arrearages have been paid;
2. The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or
3. A court-ordered exemption has been granted.

CERTIFICATION STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The contractor understands that it is the contractor's responsibility to verify whether a child support obligor who is more than 30 days delinquent is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

1. The contractor certifies that:

- The individual or partner, shareholder, or owner of the business entity **IS NOT** a parent that has been ordered by a Texas Court to pay child support under Title 5 of the Texas Family Code. OR
- The individual or partner, shareholder, or owner of the business entity **IS** a parent that has been ordered by a Texas Court to pay child support under Title 5 of the Texas Family Code.

2. The contractor identified below **IS NOT** a governmental entity or a nonprofit corporation and certifies to the following:

The contractor is: (check one):

- An individual or sole proprietor, or
- A business entity (corporation, partnership, joint venture, limited liability company, association, etc.)

3. The contractor certifies that the following is a complete list of the names and social security numbers of either (a) the individual or sole proprietor who is the contractor or (b) each partner, shareholder, or owner with an ownership interest of at least 25% of the contractor/business entity:

Printed Name: _____

Social Security Number: _____ Percent Ownership: _____

Printed Name: _____

Social Security Number: _____ Percent Ownership: _____

Printed Name: _____

Social Security Number: _____ Percent Ownership: _____

SIGNED this _____ day of _____, 20_____.

Signature of Contractor

Signature Authorized Representative

Printed Name

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 20_____.

Notary Public, State of Texas
Notary's Printed Name

My Commission Expires: _____



Texas Juvenile Probation Commission

Private Service Provider Contractual Monitoring and Evaluation 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.