



COMMISSIONERS COURT COMMUNICATION

AGENDA DATE : 7/9/12

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO
(IF APPLICABLE): kk-10-382

SUBJECT: Special Needs Diversionary Program (SNDP) Intensive In-home Mental Health Services, Pinnacle Social Services L.L.C.; File No.: KK-10-382

BACKGROUND/DISCUSSION OF TOPIC: To include statutory requirement, operational impact, or performance goal.

Therapeutic and psychiatric services being sought to continue services through Project Hope (Special Needs Diversionary Program – Juvenile Mental Health Court).

FISCAL IMPACT:

Funding to support services will be allocated through projected CJD grant funding sources, TJJJ and local funding through JPD.

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

Agreement entered into on September 1, 2010 and approved by Commissioners Court
1st Option to Renew awarded by Commissioners Court on August 29, 2011

RECOMMENDATION:

Approve second option to renew from September 1, 2012 – August 31, 2013.

COUNTY ATTORNEY APPROVAL

The attached 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.

COUNTY ATTORNEY:

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE:

SUBMITTED BY:

Roger Martinez, Chief Juvenile Probation Officer (915) 849-2545

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**SPECIAL NEEDS DIVERSIONARY PROGRAM (SNDP)
INTENSIVE IN-HOME MENTAL HEALTH 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:

- 1.1 Purpose: To provide intensive in-home therapeutic services to families and 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.
- 1.2 Contractor will be able to adequately provide quality therapeutic services to juveniles with a priority population diagnosis of bi-polar, major depression, and schizophrenia amongst other Axis 1 diagnoses. Additionally, the complexity of clinical issues presented by adolescents and their families require considerable flexibility in the design and delivery of strength based interventions.
- 1.3 This program is designed as a coordinated wraparound approach to include a full-time bilingual therapist, bilingual case manager, and bilingual probation officer. Contractor will provide a full-time bilingual therapist and a bilingual case manager.
- 1.4 Contractor will provide the participation of a child psychiatrist who will be responsible for providing psychiatric assessments as needed, assist with treatment intervention planning, medication management, and participate in case staffings every other week with the JPD program team.
- 1.5 Program is designed in four-phases, three of which are the core of the program and are together approximately 4 to 6 months in duration. The duration may be longer than six (6) months, if necessary. Throughout the duration of the program the juveniles, parent/guardians, and team Juvenile Probation Officer (JPO), therapist, and case manager will come before a Judge on a bi-weekly basis for a review hearing. The final phase is an aftercare phase, which begins after a juvenile successfully completes the SNDP (the estimated 4-6 months) and is three (3) months in duration. A

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minimum of twenty-four (24) families will be served per fiscal year. Contractor will assign a therapeutic team who can adequately serve both monolingual Spanish and English speaking families.

1.6 Scope of work

1.6.1. Therapeutic services:

- (a.) contractor will provide a minimum of two contacts per week one of which must be in the home with the juvenile and family. Services shall be provided by an LPC, LMSW-ACP, or LMFT.
- (b.) Counseling services shall be provided on an individual/family basis. The treatment plan and service delivery shall include the involvement of JPD, extended family, school, peers, health services, community groups, and/or other involved agencies to effectively address the needs of the family. The entire program team will be responsible for implementing and monitoring the treatment plan. Each program team member composed of the JPO, therapist, case manager, youth and family must have measurable goals that are specific to each of them.

1.6.2. Case Management:

- (a.) Minimum of two (2) contacts per week one of which must be in the home with the juvenile and family. An individual who holds a Bachelor's in the Behavioral or Social Sciences shall provide case management services.
- (b.) Case management services include coordination with schools, participation in ARD's, teacher consultation, and community linkages with support agencies, contractors, and health services; rehab services with a focus on symptom management and community living skills; merging therapeutic needs as defined by the therapist with rehab skills that will guide the juvenile and family to self-sufficiency in dealing with diagnosis and symptoms; and conduct planning for reviews, wraparounds and other identified needs.
- (c.) Skill-building services to include conflict resolution, anger and stress management, parenting skill development, substance abuse intervention and communication.
- (d.) Provide independent living skills, linkages or resources for vocational skills development when recommended by JPD and in collaboration with the Contractor.

1.6.3 Cognitive Behavioral Group Therapy:

- a. Contractor shall provide a minimum of two (2) hours a month of cognitive behavioral group therapy to all participants of the program.

1.6.4 Non-Traditional Services:

- a. A holistic approach that blends traditional and non traditional therapeutic, recreational, spiritual, medicinal, and vocational services that will reduce disparities and improve the stabilization and quality of life for those served under this program. This service shall be made available only to youth who would significantly benefit from such services upon JPD's written approval.

1.6.5 Court Review Hearings:

- a. The SNDP team will be required to staff all referred and active cases as scheduled by JPD and attend a bi-weekly court review hearing throughout the duration of the program.

1.6.6 Crisis Management:

- a. The therapist, case manager, and JPO must be accessible 24/7 to address crisis calls that may arise. The JPO is responsible for responding to probation issues and the therapist/case manager is responsible for addressing all mental/behavioral health issues. Services shall be provided by an LPC, LMSW-ACP, or LMFT.
- b. Assigned JPOs must be notified immediately in writing via e-mail of all crisis calls and outcomes.

1.6.7 Aftercare:

- a. The final phase is an aftercare phase, which begins after a juvenile completes the SNDP (4-6 months) and is three (3) months in duration.
- b. Services shall be provided at a minimum of twice per month with therapist providing at least one (1) contact.
- c. Monitoring of the internalization of treatment and skills acquired while participant was engaged in the program.

- d. Provide support and continued linkage to necessary services in the community.

1.6.8 Documentation:

- a. Prior to opening a case the therapist along with the case manager and JPO shall schedule a family suitability interview (FSI) in the juvenile's home. The purpose of the FSI is to meet the family, provide a program orientation, identify areas that need to be addressed, and provide the family an opportunity to voluntarily accept the services available. The FSI form must be completed prior to opening a case.
- b. Contractor shall coordinate and include the juvenile and parent(s) and specialized JPOs in developing and updating treatment plans. All treatment plans shall be typed, dated, and signed by the treatment team (Therapist, Case Manager, JPO, Juvenile, and Parent(s)) for each participant within forty-eight (48) hours of opening the case. Treatment plan shall include diagnosis, modalities to be utilized to reach outlined goals/objectives, frequency of intervention, and identified goals. Contact information for the Therapist and Case Manager assigned shall be listed on the report.
- c. Monthly reviews will be held on a monthly basis to monitor the outlined objectives and goals. The monthly reviews are designed to monitor the implementation and measure the level of achievement of the goals and objectives in the initial treatment plan or revised treatment plans.
- d. A wraparound meeting shall be coordinated by a case manager to discuss program progress prior to the 90th day following enrollment.
- e. All documents submitted by the Contractor shall be typed with a copy provided to the supervising JPO and program coordinator on a timely basis.
- f. Contractor shall submit all documents in 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.

- g. A transition plan shall be developed one (1) month prior to the anticipated discharge date. This plan shall outline what services must be coordinated by the contractor prior to program discharge for continued care to include all community agencies that will be contacted, the purpose of the contact, and which team member will be responsible for coordinating services prior to discharge.
- h. Discharge summary shall be submitted within five (5) working days upon case closure.
- i. Monthly aftercare progress reports shall be 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.
- j. A bi-weekly summary along with a contact log shall be submitted the Saturday prior to each scheduled court review session to the Special Programs Coordinator **(Exhibit A)**.

1.6.9. Communication:

- a. All team members with the exception of the psychiatrist will meet on a weekly basis to discuss all cases for approximately one (1) hour. The Contractor will document staffing and a copy shall be provided to the Probation Officer and Program Coordinator.
- b. Psychiatrist will participate in case staffings every other week for approximately one (1) hour. The contractor will document staffing and a copy shall be provided to the Probation Officer and Program Coordinator.
- c. Regular telephonic or in person communication with Probation Officers as required.

II. OTHER REQUIREMENTS

- 2.1 Contractor may be called to testify in a Court of Law.
- 2.2 Contractor must have knowledge of the juvenile probation systems in El Paso and familiarity and experience with working closely with JPD, the Texas Juvenile Probation Commission and its programmatic standards for the Special Needs Diversionary Program (SNDP).

- 2.3 Services must be available on evenings and weekends.
- 2.4 Attendance at the TJPC annual conference is **REQUIRED** and is included in Contractor's costs. On average the clinician and case manager must attend at least one annual conference in Austin.

III. COST

- 3.1. Cost of \$55.61 per day per juvenile to provide all therapeutic, case management, and court related activities, including aftercare service, crisis intervention and cognitive behavioral group.
- 3.2. Cost of \$300.00 per psychiatric evaluation
- 3.3 Cost of \$125.00 per medication management appointment
- 3.4. Cost of \$150.00 per hour for psychiatric consultation for staffing meetings
- 3.5 Menu of non-traditional services to be provided with cost associated for each service.
- 3.6 Ancillary Services. These Services will be utilized on an in-home basis in order to address specific individual and family issues. Ancillary services will be provided by Contractor on a limited, as needed basis, at no additional cost to JPD or the participants.
 - 3.6.1 Dietician Services will be available.
 - 3.6.2 Provision of tickets to local entertainment venues.
- 3.7 Administrative expenses, transportation, communications with family, school, travel and training, are inclusive of all services provided and may not be billed as a separate cost. Costs to include all typed and signed documentation/reports to JPD. JPD will not be financially responsible for missed appointments.
- 3.8 Contractor shall establish procedures to seek and bill medical insurance companies for payment of services rendered pursuant to this Agreement from any and all state/federal or other sources as applicable for eligible children in eligible settings. The Contractor shall reduce the amount of the invoice for the amount of reimbursement received from any and all state/federal or other sources as applicable. Contractor shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement. Invoices not timely submitted shall not be paid.

- 3.9 Invoice must 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. All invoices must bear Contractor's letterhead containing an accurate mailing address, telephone number where contractor can be reached during normal business hours, an invoice number and contract number KK-10-382. Contractor shall provide a detailed invoice listing each participant that was serviced for the month, the total number of days serviced, cost per day, third party insurance amount billed, and total monthly reimbursement request. All supporting documentation must be submitted and approved by program coordinator prior to the processing of all invoices. If any of the supporting documentation 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

IV. TERM and TERMINATION

- 4.1 The services requested shall be provided from September 1, 2010 through August 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 Contractor. Any such extensions are subject to availability of funds provided and approved by Commissioner's Court.
- 4.2 Termination: JPD and Contractor may mutually agree to terminate this Agreement at any time by giving thirty (30) days written notice to terminate. Contractor may terminate this Agreement by giving five (5) days written notice to terminate. The County may terminate this Agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this Agreement without notice immediately in the event Contractor fails to comply with any provision of this Agreement. Contractor shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

Notice Shall Be Mailed To JPD: 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. Records and Reporting

- 5.1 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.
- 5.2 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.
- 5.3 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.
- (a) Periodic Financial Reporting:
Contractor shall provide semi-annual, 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.

- 5.4 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)** contractor will assume cost associated with this service 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)**.
- 5.5 Contractor must be familiar with Texas Family Code §261.101 *Persons Required to Report; Time to Report*. This statutory provided requires certain individuals to report child physical or mental health abuse or neglect.
- 5.6 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 C)**.
- 5.7 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.
- 5.8 **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 (6) 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**).

- (a) As determined in the reasonable judgment of the JPD, 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 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 receive future Agreements.
- (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 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.

5.9 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 (HIPAA).

VI. 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.

VII. 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.

VIII. 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.

IX. INDEMNIFICATION:

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

that the County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.

X. 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.

XI. 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.

XII. 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.

XIII. EXHIBITS:

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

Exhibit A – SNDP BI-WEEKLY CONTACT LOG

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 – TX Juvenile Probation Commission Affidavit of Eligibility to Receive State Funds

Exhibit D - Texas Juvenile Probation Commission Non-Residential Private Contractor Contractual Monitoring and Evaluation Report.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

ATTEST:

Debra Brown
County Clerk

10/6/10
Date

THE COUNTY OF EL PASO:

By: *Anthony Cobos*
Hon. Anthony Cobos
County Judge

10/4/10
Date

APPROVED AS TO FORM:

Christina Saez
Assistant County Attorney

APPROVED AS TO CONTENT:

[Signature]
Roger Martinez, Chief
Juvenile Probation Officer

10/15/10
Date

CONTRACTOR:

[Signature]
Lucia Gadney, President
Pinnacle Social Services LLC

10/20/10
Date

(Signer must have authority to bind
the company)



JO ANNE BERNAL
EL PASO COUNTY ATTORNEY
500 EAST SAN ANTONIO
ROOM 503, COUNTY COURTHOUSE
EL PASO, TEXAS 79901

(915) 546-2050

FAX: (915) 546-2133

CHRISTINA SANCHEZ
ASSISTANT COUNTY ATTORNEY

GENERAL COUNSEL TO THE EL PASO COUNTY JUVENILE BOARD

COPY

September 13, 2011

Lucia Gadney, President
Pinnacle Social Services, L.L.C.
1418 Montana Avenue
El Paso, TX 79902

Via Certified Mail Return Receipt
7006 3450 0000 1005 1554

RE: Special Needs Diversionary Program (SNDP) Intensive In-Home Mental Health Services, Pinnacle Social Services L.L.C.; File No.: KK10382

Dear Ms. Gadney,

This letter serves as written notice that El Paso County opted to renew the original contract for the purpose of Special Needs Diversionary Program (SNDP) Intensive In-Home Mental Health Services (KK-10-382), agreement by and between El Paso County on behalf of the El Paso County Juvenile Probation Department and Pinnacle Social Services, L.L.C., which was approved by Commissioners Court on August 29, 2011.

Pursuant to *Section IV. Term and Termination* of the Agreement, the County of El Paso has 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. This Agreement's renewal period is effective September 1, 2011 to August 31, 2012. All other terms and conditions of the original Agreement to remain in full force and effect.

Enclosed is a copy of the Commissioners Court minutes noting approval of this item. Please feel free to contact me if you need any further information.

Sincerely,


CHRISTINA SANCHEZ
General Counsel