

STATE OF TEXAS)
)
COUNTY OF EL PASO)

ADOLESCENT SEXUAL BEHAVIOR THERAPY

This agreement is entered into by and between El Paso County, on behalf of the Juvenile Probation Department, hereinafter known as "JPD" and The Family Empowerment Center, hereinafter known as "Contractor" to provide therapeutic services.

I. TREATMENT SERVICES FOR JUVENILES WITH SEXUAL BEHAVIOR PROBLEMS TO BE PERFORMED BY CONTRACTOR:

Scope of Work:

Contractor shall provide therapeutic services for youths adjudicated for a reportable offenses and/or youths court ordered to receive therapeutic services to address sexual behavioral issues that will reduce the repeated involvement with the juvenile justice system and assist juveniles in gaining control over their sexual behavior problems, preventing further victimization, identifying and halting development of additional psychosexual problems, developing age appropriate relationships, enhancing overall functioning, mitigating other issues such as school failures, mental, emotional and/or behavioral health issues as well as peer and family issues.

- A. Contractor shall provide therapeutic services that focus on arousal or impulse control cognitive behavioral treatment to assess and modify cognitions that promote sexual deviance, sexual offense sequence and re-offense prevention, victim empathy, social skills enhancement to increase social competencies, and enhancing primary relationships of the offender, and address co-morbid issues associated with the sexual behavioral issues.
- B. Contractor shall provide treatment services that include parenting skills development in which parents, legal guardians and/or family members are involved in the treatment process, issues, roles and boundaries along with safety issues and plans are discussed and developed.
- C. Contractor shall incorporate into the therapeutic process a system of support in which natural supports are identified to aid in the rehabilitation process and prevent recidivism.
- D. Contractor shall provide treatment services that incorporate both cognitive/behavioral and re-offense prevention plans to reduce recidivism.
- E. Contractor shall provide a multifaceted program that is age and developmentally appropriate.
- F. Contractor shall provide and incorporate gender specific services. Female offenders may not be treated in the same group as male offenders.

G. Contractor shall provide individual, group and family services to youth that are non-developmentally delayed as well as those youth that are developmentally delayed.

H. Comprehensive Evaluation and Assessment – Developmentally Delayed Youth

1. Contractor shall ensure that proper protocol and measures are incorporated in Contractor's service plans to address the needs of youths that are developmentally delayed.
2. Contractor shall ensure that assessments, treatment and standards are tailored to meet the standards outlined in Title 22, Part 36, Chapter 810, Subchapter C, Rules §810.63 and §810.67 of the Texas Administrative Code.
3. Contractor shall provide a comprehensive sex offender assessment that focuses on strengths and identifies risks and deficits of the juvenile with sexual behavioral problems, as well as identifies factors from the youth's social and sexual history which may have contributed to the sexual deviant to acting out behaviors. The evaluation and assessment will serve as the basis for the development of the youth's comprehensive treatment plan and should provide recommendations regarding the type of interventions used, specific interventions and treatment protocols needed, identify the intensity of services that will be provided as well as identify risks the juvenile may pose to the community and his/her amenability to treatment. Psychological profiles **may not** be used to prove or disprove an individuals' propensity to act out in a sexually deviant manner. The assessment process for developmentally delayed youths shall be conducted in the context of the family and support system.
 - a. Assessments shall be age appropriate.
 - b. Assessments shall be sensitive to any cultural, language, ethnic, developmental, sexual orientation, gender, medical condition and/or level of education that may be identified during the evaluation.
 - c. Assessment shall be developmentally appropriate which includes social, developmental and educational levels.
 - d. Assessments shall be valid.
 - e. Assessments shall determine the youth's level of functioning, appropriate treatment recommendations and interventions and facilitate the development of an individualized treatment plan. The Licensed Sex Offender Treatment Provider (LSOTP); Affiliate Sex Offender Treatment Provider (ASOTP) and/or Provisional Sex Offender Treatment provider (PSOTP) shall identify what efforts will be made to include and incorporate the following information: intellectual functioning, level of planning of the adjudicated offense, expressive and

receptive language, social judgment, adaptive skills and moral reasoning, sex education and sexual history, adaptive behavior, criminal history, attention deficit, ability to function in groups, support systems, environment and/or contextual factors that contribute to or maintain the behavior, history of physical, emotional and/or sexual victimization.

4. Contractor shall be responsible for acquiring collateral information as part of the standard assessment process to include but is not limited to: intellectual, neurological and cognitive functioning; mental status; psychiatric history/hospitalization; medical history to determine sexual development; self destructive and self mutilation behaviors and suicide attempts; family history to include exposure to domestic violence; juvenile history; sex offender registration status; history of violence and aggression; educational history; abuse of animals; runaway history; cognitive distortions; impulse control; history of physical, emotional and/or sexual victimization; social and educational competence; sexual education; strengths and assets, family support, engagement in pro-social activities, substance abuse, official reports regarding instant offense; sexual history including sexual development, sexuality, experimentation, gender identity issues, masturbatory practices, fantasy content, deviant sexual interests and sexual offense behaviors including a description of the offense, behaviors, number of victims, gender, age of victims, frequency, duration of sexual contact, victim selection, access, grooming behaviors, use of threats, coercion or bribes to maintain victim silence, degree of force used and sexually deviant behavior patterns. Assessments shall also identify the extent of denial and cognitive distortions, developmental history, and history of substance abuse. JPD may make available pertinent reports and documents on file for the Contractor as part of the assessment process but JPD shall not be responsible for the collection and/or distribution of collateral information necessary for the Contractor to adhere to standards under Title 22, Part 36, Chapter 810, Subchapter C, Rules §810.63 and §810.67 of the Texas Administrative Code.

I. Comprehensive Evaluation and Assessment Non Developmentally Delayed Youths

1. Contractor shall ensure that assessments, treatment and standards are tailored to meet the standards outlined in Title 22, Part 36, Chapter 810, Subchapter C, Rule §810.63 of the Texas Administrative Code.
2. Contractor shall provide a comprehensive sex offender assessment that focuses on strengths and identifies risks and deficits of the juvenile with sexual behavioral problems, as well as identifies factors from the youth's social and sexual history which may have contributed to the sexual behavioral problems, as well as identifies factors from the youth's social and sexual history which may have

contributed to the sexual deviant or acting out behaviors. The evaluation and assessment will serve as the basis for the development of the youth's comprehensive treatment plan and should provide recommendations regarding the type of interventions used, specific interventions and treatment protocols needed, identify the intensity of services that will be provided as well as identify risks the juvenile may post to the community and his/her amenability to treatment. Psychological profiles **may not** be used to prove or disprove an individual's propensity to act out in a sexually deviant manner.

- a. Assessments shall be age appropriate.
 - b. Assessments shall be sensitive to any cultural, language, ethnic, developmental, sexual orientation, gender, medical condition and/or level of education that may be identified during the evaluation.
 - c. Assessments shall be developmentally appropriate which includes social, developmental and educational levels.
 - d. Assessments shall be valid.
 - e. Assessments shall determine the youth's level of functioning, appropriate treatment recommendations and interventions and facilitate the development of an individualized treatment plan.
3. Contractor is responsible for acquiring collateral information as part of the standard assessment process to include, but is not limited to: intellectual neurological and cognitive functioning; mental status; psychiatric history/hospitalization, medical history to determine sexual development; self destructive and self mutilation behaviors and suicide attempts; family history to include exposure to domestic violence; juvenile history; sex offender registration status; history of violence and aggression; educational history; abuse of animals; runaway history; cognitive distortions; impulse control; history of physical, emotional and/or sexual victimization; social and educational competence; sexual education; strengths and assets, family support, engagement in pro-social activities, substance abuse, official reports regarding instant offense; sexual history including sexual development, sexuality, experimentation, gender identity issues, masturbatory practices, fantasy content and sexual offense behaviors including a description of the offense, behaviors, number of victims, gender, age of victims, frequency, duration of sexual contact, victim selection, access, grooming behaviors, use of threats, coercion or bribes to maintain victim silence, degree of force used and sexually deviant behavior patterns. JPD may make available pertinent reports and documents on file for the Contractor as part of the assessment process, but JPD shall not be responsible for the collection and/or distribution of collateral information necessary for the Contractor to adhere to standards under in Title 22, Part 36, Chapter 810, Subchapter C, Rule §810.63 of the Texas Administrative Code.

J. Treatment Plans (Exhibit 1 Treatment Plan)

1. Treatment Plans shall be individualized and shall identify issues, intervention strategies and goals that are objective, quantifiable and measureable. Juvenile sex offender assessments must be typed and submitted to JPD's Contract Coordinator within ten (10) working days from date of completion.
2. Treatment Plans shall be typed, individualized, reviewed and updated at least every six (6) months. A gradual and commensurate adjustment of interventions shall be identified in the Plan. In developing the initial Treatment Plan some degree of denial shall not preclude a youth from entering treatment, but shall be incorporated into the Plan with a recommendation to identify the most appropriate course of treatment.
3. Treatment Plans shall identify specific treatment needs, objectives and required interventions.
4. Treatment Plans shall be strength based and be developed in conjunction with the juvenile, the juvenile's parent/guardian and the assigned juvenile probation officer. Evidence based and/or best practices treatment modalities shall be utilized and incorporated into the Treatment Plan design. The Plan should identify short and long term goals. **Treatment plans for developmentally delayed youth shall incorporate all the aforementioned elements with the addition that modalities, interventions and strategies shall be tailored to address learning limitations and special issues associated with their limited cognitive functions. Treatment and goals shall be appropriate to developmental capacity, level of comprehension and ability to integrate treatment components.** A multidisciplinary approach shall be utilized for both non-developmentally delayed and developmentally delayed youths.
5. Treatment Plans shall be signed by the therapist, juvenile and the juvenile's parent/guardian.
6. Treatment Plans shall be submitted to the Juvenile Probation Officer within ten (10) working days from the date of development and/or revision.

K. Monthly Progress Reports (Exhibit 2 Monthly Progress Report)

1. Monthly progress reports shall identify progress and/or lack of progress based on clearly specific objective criteria, refusal or failure to attend or participate in treatment, failing to abide by the Treatment Plan or any disclosures regarding violations of probation and/or court order shall be clearly documented in the treatment records.

2. Information regarding violations shall be provided and communicated to the supervising officer with JPD.
3. The monthly progress report shall include identification of goal completion and/or failure to meet identified goals.
4. The monthly report shall identify strategies and interventions that will be utilized to address issues of non-compliance or inability to obtain outlined goals as well as modifications and/or gradual adjustments of interventions when goals are met.
5. Contractor must provide a typed monthly progress report along with billing to JPD's Contract Coordinator no later than ten (10) days from the last day of the month in which services were rendered and/or when requested at any time by the Juvenile Probation Officer and/or the Court.
6. An action plan shall be provided for any area(s) in which the juvenile is not progressing. Progress or lack of progress "must be based on specific measureable objectives, observable changes and the demonstrated ability to apply changes in the current situation."
7. The information shall be provided and communicated to the supervising juvenile probation officer according to the Department's policy and/or pursuant to the court order.

L. **Discharge Plans (Exhibit 3 Discharge Plan)**

1. Contractor shall provide a Discharge Plan within ten (10) days from the youth's completion of services to JPD'S Contract Coordinator..
2. The Discharge Plan must identify if the discharge is successful or unsuccessful. Determination of discharge type (successful / unsuccessful) shall be based on objective, quantified and measureable outcomes.
3. The Discharge Plan shall include a summary of goals met/unmet as well as identify what community linkage and/or natural supports have been developed to sustain success.
4. The Discharge Plan shall incorporate a safety plan for reunification, if applicable, as well as identify a recommendation for or against the need to have the juvenile registered as a sex offender.
5. The Discharge Plan must be typed and include the provider's, youth's and parent's/legal guardian's signature.
6. Discharge summary shall include post assessment scores.

II. INDIVIDUAL, FAMILY AND GROUP SEX OFFENDER COUNSELING SERVICES

A. Scope of Work:

1. **Individual Sessions** must be performed by a Licensed Sex Offender Treatment Provider (LSOTP) or an Affiliate Sex Offender Treatment Provider (ASTOP) or a Provisional Sex Offender Treatment Provider (PSOTP). Sessions shall not exceed one (1) hour and shall be provided in the youth's language of literacy and be sensitive to the juvenile's ethnicity, culture, development, sexual orientation, gender, medical and/or educational issues.
2. **Family sessions** must be performed by a Licensed Sex Offender Treatment Provider (LSOTP) or an Affiliate Sex Offender Treatment Provider (ASTOP). Sessions shall not exceed one (1) hour and must be sensitive to the family's culture, language of literacy and understanding, ethnicity, sexual orientation, medical condition, educational and developmental levels that may be identified. Sessions shall include the juvenile, parent(s), legal guardian(s), sibling(s) and significant others.
3. **Parent group session** must be performed by a Licensed Sex Offender Treatment Provider (LSOTP) or an Affiliate Sex Offender Treatment Provider (ASOTP) or a Provisional Sex Offender Treatment Provider (PSOTP). Services shall be provided in the parents'/legal guardians' language of literacy. Parenting groups shall consist of at least two (2) pairs (parents, guardians and/or caregivers), but not exceed a maximum of eight (8) pairs. Sessions must be at least one (1) hour long and must be sensitive to the parent's culture, language of literacy and understanding, ethnicity, sexual orientation, medical condition, educational and development level that may be identified. Group sessions for parents, guardians, and caregiver participants referred by JPD shall not be comingled with parents, guardians and/or caregivers from any other outside agencies.
4. **Non-developmentally delayed juvenile group** must be performed by a Licensed Sex Offender Treatment Provider (LSOTP) or Affiliate Sex Offender Treatment Provider (ASOTP) or a Provisional Sex Offender Treatment Provider (PSOTP). A group shall consist of a minimum of two (2) persons with a maximum of ten (10) persons in group that consist of non-developmentally delayed juveniles based on psychological evaluation and/or evaluation conducted by the provider. Sessions must be at least one (1) hour and must be provided in the juvenile's language of literacy and be sensitive to the juvenile's ethnicity, culture development, sexual orientation, gender, medical and/or educational issues. Groups shall be gender specific. Group counseling sessions for youths referred by JPD shall not be comingled with any other outside agencies.

5. **Developmentally delayed juvenile group** must be performed by a Licensed Sex Offender Treatment Provider (LSOTP) or Affiliate Sex Offender Treatment Provider or a Provisional Sex Offender Treatment Provider (PSOTP). A group shall consist of a minimum of two (2) persons with a maximum of eight (8) persons in group that consists of developmentally delayed juveniles based on psychological evaluation and/or evaluation conducted by the provider. Sessions shall not exceed 1 hour and must be provided in the juvenile's language of literacy and be sensitive to the juvenile's ethnicity, culture, development, sexual orientation, gender, medical and/or educational issues. Groups shall be gender specific. Group counseling sessions for youths referred by JPD shall not be comingled with any other outside agencies.

III. ADJUNCT SERVICES

A. Polygraph Examinations:

1. The polygraph may be used as an intervention to aid in breaking down denial, facilitating accountability and promoting change in the therapeutic process. Four (4) types of polygraph examinations may occur throughout the juvenile's course of treatment:
 - a. Instant Offense Disclosure
 - b. Sexual History Disclosure
 - c. Maintenance Test, and
 - d. Monitoring Test
2. Should treatment incorporate the use of a polygraph exam, the exam must be administered on a voluntary basis and adhere to the guidelines established by the Joint Polygraph Committee on Offender Testing (JPCOT). Polygraph exams may only be administered by an examiner that holds a current, original Texas Polygraph Examiners License in accordance to the Texas Polygraph Examiners Act that is in good standing.
3. The Licensed Sex Offender Treatment Provider shall be responsible for preparing a juvenile for any polygraph exam. A sexual history polygraph shall include all aspects of the juvenile's sexual behavior, victim lists that occurred prior to the offense of adjudication. The Licensed Sex Offender Treatment Provider shall obtain the official offense report and ensure that the polygraph examiner has the official report in order to administer the instant offense polygraph exam. The Licensed Sex Offender Treatment Provider shall also obtain informed consent and ensure that the polygraph is administered on a voluntary basis and shall also recognize that the polygraph examiner is the authority in determining if a polygraph examination is appropriate.

B. Therapeutic Services:

1. Contractor shall provide therapeutic services to reduce the juvenile's repeated involvement with the juvenile justice system and mitigate other issues such as school failures, mental, emotional and/or behavioral health issues as well as peer and family issues.
2. Therapeutic services should focus on intervention that will enhance psychosocial skills development, reduce or stabilize symptoms, decrease functional impairments and build resiliency in the youth and family.
3. Adjunct therapeutic services may include: substance abuse services, anger, stress management, social skills, sex education, etc.
4. Services shall incorporate strategies to facilitate appropriate linkages to natural and community resources and supports.
5. Adjunct therapeutic approaches shall incorporate best practices and/or evidence based strategies such as Cognitive Behavioral Therapy, Behavioral Therapy, Psychodynamic psychotherapy and Psycho-educational approaches, Adolescent Community Reinforcement Approach, Brief Strategic Family Therapy, etc. Therapeutic strategies shall be culturally sensitive and age appropriate for youths ages 10-17.

C. Contractors must be available to communicate and staff cases with the supervising Juvenile Probation Officer on a regular basis.

D. Contractor must provide services in the language of literacy and understanding of the juvenile and/or family members.

E. Contractor may be called to testify in a Court of Law at no additional cost.

F. Contractor shall provide a recommendation for sex offender registration.

G. Contractor shall provide a one (1) hour class a minimum of two (2) times a year in coordination with the El Paso County Juvenile Probation Department's training coordinator to explain the evaluation process for reportable offenses, the use and validity of polygraph exams, outcomes of evaluations and/or mental disorders; how a diagnosis is determined and/treatment practices for reportable offenses. Training shall be specific and geared toward sex offender treatment.

IV. COMPENSATION

A. Sex Offender Evaluation and Assessment: Contractor shall be paid three hundred dollars (\$300.00) for the sex offender assessment and evaluation

performed, regardless of the number of appointments needed to complete the assessment and evaluation. A typed and signed copy of the sex offender evaluation shall be provided to JPD whether the Contractor is paid through JPD, private insurance, CHIP, Medicaid or any other funding source.

- B. Individual Sessions: Contractor shall be paid seventy dollars (\$70.00) for each one hour individual sex offender specific treatment session.
- C. Adjunct Services: Contractor shall be paid seventy dollars (\$70.00) for each one hour adjunct services session.
- D. Polygraph Session: Contractor shall be paid three hundred dollars (\$300.00) per each individual polygraph session.
- E. Family Session: Contractor shall be paid seventy (\$70.00) for each one hour family counseling session.
- F. Parent Group Session: Contractor shall be paid thirty dollars (\$30.00) per one (1) hour session (1-2 parents per juvenile). If there is an additional parent, guardian or caregiver Contractor shall be paid \$15.00. Maximum of eight (8) pairs (1-2 parents/guardians/caregivers) per group.
- G. Cost for Each Therapeutic Non-Developmentally Delayed Juvenile Group: Contractor shall be paid thirty dollars (\$30.00) per hour. A group shall be comprised of two or more youths, but shall not exceed a ratio of 10:1.
- H. Cost for Each Therapeutic Developmentally Delayed Juvenile Group: Contractor shall be paid thirty dollars (\$30.00) per hour. A group shall be comprised of two or more youths, but shall not exceed a ratio of 8:1.
- I. 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 Justice Department.
- I. Payment shall be made on invoices received pursuant to Section VIII within thirty (30) days of receipt by the County Auditor.
- J. Case staffing with the family and/or JPD personnel will be at no cost.
- K. Costs include all typed and signed documentation and/or reports to JPD Administrative expenses and communication with family, school, or referral source or other agencies are considered part of the cost per counseling hour and will not be billed as a separate cost
- L. JPD shall not be financially responsible for missed appointments.

V. MEASUREMENT OF PROGRAM OUTCOME

- A. Contractor will be responsible for submitting to JPD, attention Contract Coordinator, on a quarterly basis the following statistical data on the juveniles referred for services:
1. Juvenile's name, date of birth and docket number,
 2. Name of referring juvenile probation officer,
 3. Number of successful discharges,
 4. Number of unsuccessful discharges,
 5. Number of youths placed outside of the home,
 6. Identification if service was provided in English or Spanish,
 7. Number of times and date(s) called to testify.
- B. Contractor shall also be responsible for submitting to JPD, attention Contract Coordinator, on an annual basis the following statistical data:
1. Number of youths completing treatment within six (6) months,
 2. Number of youths completing treatment within nine (9) months,
 3. Number of youths completing treatment within twelve (12) months,
 4. Number of youths completing treatment within twenty-four (24) months.

VI. BACKGROUND CHECKS

- A. 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 4-1**). Contractor agrees to assume the cost associated with this service, and
 2. 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**).
 3. Contractor shall submit copies of professional licenses to JPD for verification that personnel hold proper credentials to provide services.
- 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 JPD within ten (10) days of receiving the renewal and/or any updates. For all new employees, the contractor shall follow the above guidelines.

VII. STATUTORY REQUIREMENTS REGARDING SEX OFFENDER TREATMENT

- A. Pursuant to Article 62.352(c) Contractor shall notify in writing by the 10th day following the juvenile's successful completion of treatment to:
1. The 65th District Court (Court Coordinator Isabel Carrasco (915) 546-2205 500 E. San Antonio, Room 1105, El Paso, Texas 79905; and
 2. The Office of the County Attorney-Juvenile Prosecution Unit at (915) 546-2082, Room 503, 500 E. San Antonio, El Paso, Texas 79905.
 3. Contractor shall also provide a courtesy notice to the assigned juvenile probation officer of this notice.

VIII. FINANCIAL INFORMATION

- A. 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. 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-13-0006**, 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. Family and group session sign in sheets must be submitted with invoice as supporting documentation. If the report/documentation is not submitted within the required timeframes, payment will be delayed until documentation is provided to the Juvenile Probation Department's Contract Coordinator. **Invoices not timely submitted shall not be paid.**
- B. 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.

- C. 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: Margarita Aguilar-Desrosiers, LCSW, LSOTP
desrosie@swbell.net
Phone: (915) 592-2200
Fax: (915) 592-2207

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

- G. Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Section VIII Financial Information Paragraph I Method of Payment 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. Period Financial Report: 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.

I. Method of Payment

1. 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 "TJJD 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 Auditor's Office.
2. JPD shall conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the Agreement as per Section XII.

IX. MANDATORY TRAINING

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.

X. DISCLOSURE REGARDING CRIMINAL OR GOVERNMENTAL INVESTIGATIONS

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 Justice Department, Texas Department of Family and Protective Services or any other agency which may license or regulate the Contractor in the provision of services.

XI. RECORDS AND RECORD RETENTION

- A. 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.
- B. 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.

XII. SANCTIONS

- A. 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.

- B. 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.

XIII. TERM AND TERMINATION

- A. Term: This Agreement shall be effective on February 1, 2013, regardless of the date of execution by the parties, and shall continue until January 31, 2014 The County shall have the option to renew this Agreement for (2) 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 and Juvenile Board.
- B. 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

Margarita Aguilar-Desrosiers, LCSW, LSOTP
The Family Empowerment Center
9400 Viscount Blvd. Ste 105
El Paso, TX 79925

XIV. HIPAA

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).

XV. CONFIDENTIALY REGARDING JUVENILE RECORDS

Contractor agrees to comply with Chapter 58 of the Texas Family Code pertaining to juvenile records and understands that all juvenile records are confidential by law and may not be released, shared, or disseminated other than for the purposes described in this agreement.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. INDEMNIFICATION

A. 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.

- B. 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 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.

- C. Contractor shall maintain at it'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.

XX. 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.

XXI. 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.

XXII. 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. Veronica Escobar
County Judge

Date

Date

APPROVED AS TO FORM:

Assistant County Attorney

Date

APPROVED AS TO CONTENT:

CONTRACTOR:

Roger Martinez
Chief Juvenile Probation Officer

Margarita Aguilar-Desrosiers
d/b/a The Family Empowerment Center

Date

Date

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

Treatment Plan

M. Aguilar-Desrosiers, LCSW, LSOTP
dba The Family Empowerment Center
9440 Viscount Blvd., Suite 105, El Paso, TX 79925
(915) 592-2200 Fax (915) 592-2207

Name: _____
PID: _____
JPO: _____

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

Purpose for Therapeutic Services:

Juvenile's Strengths:

Family Strengths:

Possible Barriers to Treatment & Intervention Strategies:

Short-Term Goal(s):

Long-Term Goal(s):

Presenting Problem 1:

Treatment Objective 1:

Therapeutic Intervention(s):

Presenting Problem 2:

Treatment Objective 2:

Therapeutic Intervention(s):

Note: Additional problems, treatment objectives and interventions may be added for the juvenile and/or the parent.

Frequency of service:

Prognosis: 15

Treatment Plan...continued

Referral(s) to Community Resources:

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

The juvenile or parent may contact this therapist at (915) 592-2200; and may also contact his/her probation officer; or the Helpline (915) 779-1800.

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

Youth: _____ Date: _____

Parent/Guardian: _____ Date: _____

Parent/Guardian: _____ Date: _____

Therapist: _____ Date: _____

JPO: _____ Date: _____

Caseworker: _____ Date: _____

Other: _____ Date: _____

Other: _____ Date: _____

Review Date:

Exhibit 2

SEXUALLY ABUSIVE YOUTH MONTHLY PROGRESS REPORT

Report Period: _____ Assessment Date: _____ Treatment Start Date: _____

Juvenile's Name: _____ DOB: _____ JPO: _____

Program: The Family Empowerment Center Therapist: Margie Aguilar-Desrosiers, LCSW, LSOTP Phone: 592-2200

1. Attendance:

Groups:	Recommended	Attended	Missed
Individual:	Recommended	Attended	Missed
Family	Recommended	Attended	Missed

Parent's group attended by: _____

Explanation of missed sessions: _____

2. Treatment Progress:

Completed Assignment: _____ Which is _____ of _____

Daily Logs are up-to-date: _____ Yes _____ No

If not, why not and identify plan to rectify the situation: _____

If updated identify goals met and future objectives/goals: _____

3. Factor exhibited by youth this report period that increase the risk of re-offending or violation of probation:

Alcohol	_____	Yes	_____	No	_____	Unknown
Around younger children or potential victims	_____	Yes	_____	No	_____	Unknown
Depressed mood	_____	Yes	_____	No	_____	Unknown
Change in school performance	_____	Yes	_____	No	_____	Unknown
Change in health	_____	Yes	_____	No	_____	Unknown
Family Conflict	_____	Yes	_____	No	_____	Unknown
Curfew violation	_____	Yes	_____	No	_____	Unknown
Exposure to Pornography	_____	Yes	_____	No	_____	Unknown
Revealed additional victims	_____	Yes	_____	No	_____	Unknown
Missing appointments/late groups	_____	Yes	_____	No	_____	Unknown
Contact with others on probation outside of treatment	_____	Yes	_____	No	_____	Unknown
Change in motivation or participation	_____	Yes	_____	No	_____	Unknown
Behavioral problems in School	_____	Yes	_____	No	_____	Unknown

Any yes response requires a brief synopsis of the event and plan to address the identified issue(s): _____

Exhibit 2

_____ Therapist signature	Date:	_____
_____ Youth signature	Date:	_____
_____ Parent(s) signature	Date:	_____
_____ Guardian signature	Date:	_____

Discharge Plan

M. Aguilar-Desrosiers, LCSW, LSOTP
dba The Family Empowerment Center
9440 Viscount Blvd., Suite 105, El Paso, TX 79925
(915) 592-2200 Fax (915) 592-2207

DISCHARGE SUMMARY

Name: _____
PID: _____
JPO: _____

Discharge Date: _____
DOB: _____
Admission Date: _____

Successful Discharge: _____ Unsuccessful Discharge: _____

Summary of services provided:

Summary of goals accomplished:

Summary of goals not achieved and reasons for non-compliance:

Reasons(s) for termination:

Identified strengths:

Youth:

Family:

Identified weaknesses:

Youth:

Family:

Recommendation(s):

Referral(s) & contact person(s):

Natural supports:

Prognosis: 20

Discharge Plan...continued

Recommendation regarding registration:

Crisis plan: In case of an emergency/crisis, the client and/or parent(s) may contact this therapist or the Crisis Hotline 779-1800.

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: _____

Discharge Plan...continued

**M. Aguilar-Desrosiers, LCSW, LSOTP
dba The Family Empowerment Center
9440 Viscount Blvd., Suite 105, El Paso, TX 79925
(915) 592-2200 Fax (915) 592-2207**

DISCHARGE SUMMARY

Date:

El Paso County Juvenile Probation Department
ATTN: Name of JPO
6400 Delta Drive
El Paso, TX 79905

RE: DOB:

The following are the Pre and Post Treatment JSOAP-II scores for the aforementioned juvenile:

Static/Historical Scales	Pre	Post
1. Sexual Drive/Preoccupation Scale Score:	/16 = %	/16 = %
2. Impulsive-antisocial Behavior Scale Score:	/16 = %	/16 = %
Dynamic Scales		
3. Intervention Scale Score:	/14 = %	/14 = %
4. Community Stability Scale Score:	/10 = %	/10 = %
Static Score	/32 = %	/32 = %
Dynamic Score	/24 = %	/24 = %
Total J-SOAP Score	/56 = %	/56 = %

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Margie Aguilar-Desrosiers, LCSW, LSOTP

Cc:

65th District Court, ATTN: Court Coordinator
Office of County Attorney
Court number



FAST

Fingerprint Applicant Services of Texas

Exhibit 4-1

EI Paso County Juvenile Probation Texas Juvenile Justice Department

Please read and follow steps carefully. This document is your *FAST Fingerprint Pass* for a state and national criminal history record check. Please schedule a fingerprint appointment by visiting www.L1enrollment.com or by calling 1-888-467-2080. When scheduling an appointment you will be prompted by L-1 Enrollment Services for the following additional personal data: Date of Birth, Sex, Race, Ethnicity, Skin Tone, Height, Weight, Eye Color, Hair Color, Place of Birth and Home Address. During your Fingerprint appointment you will also be prompted for Social Security Number and Driver License Number. Requested data is required by the Texas Department of Public Safety to process your background check. These data elements have been omitted from this document in order to better protect the security of your personal information. You may pay for FAST services online with a credit card or onsite with a check or money order only. Your fingerprints will be submitted to the Texas Department of Public Safety and the Federal Bureau of Investigation.

1. Logon to www.L1enrollment.com
2. Select: *Texas*
3. Select: *Online Scheduling*
4. Select: *English or Espanol*
5. Enter: *First and Last Name*
6. Select Button: *Texas Juvenile Justice Department (Automatically programs the Texas Juvenile Justice Department's ORI)*
7. Enter Hiring Agency ORI Number: *TX071023G (EI Paso County Juvenile Probation Dept)*
8. Follow the prompts to enter requested information.
9. Bring this completed form with you to your appointment.

Section One: Qualified Entity Information

ORI#: TX071023G

Original TCN: _____
(If resubmission for rejected fingerprints)

Agency/Entity/Organization Name: EI Paso County Juvenile Probation Department

Section Two: Applicant Name (To be completed by applicant)

Last: _____ First: _____ Middle: _____
(Please print) (Please print) (Please print)

Section Three: Waiver Information (To be completed and signed by applicant)

I am a current or prospective: Employee/Contractor/Vendor or Volunteer.

I certify that all information I provided in relation to this criminal history record check is true and accurate. I authorize the Texas Department of Public Safety (DPS) to access Texas and Federal criminal history record information that pertains to me and disseminate that information to the designated Authorized Agency or Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, through the DPS Fingerprint-based Applicant Clearinghouse of Texas and as authorized by Texas Government Code Chapter 411 and any other applicable state or federal statute or policy.

I authorize the Texas Department of Public Safety to submit my fingerprints and other application information to the FBI for the purpose of comparing the submitted information to available records in order to identify other information that may be pertinent to the application. I authorize the FBI to disclose potentially pertinent information to the DPS during the processing of this application and for as long hereafter as may be relevant to the activity for which this application is being submitted. I understand that the FBI may also retain my fingerprints and other applicant information in the FBI's permanent collection of fingerprints and related information, where all such data will be subject to comparisons against other submissions received by the FBI and to further disseminations by the FBI as may be authorized under the Federal Privacy Act (5USC 552a(b)). I understand I am entitled to obtain a copy of any criminal history record check and challenge the accuracy and completeness of the information before a final determination is made by the Qualified Entity. I also understand the Qualified Entity may deny me access to children, the elderly, or individuals with disabilities until the criminal history record check is completed.

Signature: _____ Date: _____

Section Four: Service Center Information (To be completed by FAST Enrollment Officer)

Date Prints Taken _____ Amount Charged For Service: \$9.95

Paid by: Check Money Order Visa MasterCard Billing Acct _____

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.

E.O. Name: _____ E.O. Signature: _____
(Please print)

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 _____



RICHARD L. AINSA
REFEREE
JUVENILE COURT I

MARIA T. LEYVA-LIGON
REFEREE
JUVENILE COURT II

**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

El Paso Sheriff's Department ID&R
Sex Offender Registration Check

In accordance with Texas Juvenile Probation Commission, registration of Sex Offenders, I request a check of Sex Offenders Registration Data Base on the following individuals:

<u>NAME</u>	<u>SSN</u>	<u>DOB</u>
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____
_____	____ - ____ - ____	____ / ____ / ____

Please sign and date this form and indicate whether or not there are records on the above named individual(s) and return it to the El Paso County Juvenile Probation Department, Attention **TERRY GUTIERREZ, GENERAL COUNSEL EXECUTIVE ASSISTANT.**

Records Check Conducted by:

_____	_____	_____
Name	Title	Date

AN EQUAL OPPORTUNITY EMPLOYER



RICHARD L. AINSA
REFEREE
JUVENILE COURT I

MARIA T. LEYVA-LIGON
REFEREE
JUVENILE COURT II

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

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 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**

Exhibit 6

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.



COMMISSIONERS COURT CONTRACT FORM

CONTRACT SUMMARY

Approve and authorize the County Judge to sign the Agreement for Sex Offender Treatment Provider for Juvenile Sex Offenders Treatment Services from February 1, 2013 to January 31, 2014. This is a fee per use contract. The fees are: \$300 for Evaluation & Assessment (one time fee); \$70 for individual session; \$70 Adjunct service (if any); \$70 for family session; \$30 Non-Developmentally Delayed Juvenile Group Session; \$30 for Developmentally Delayed Juvenile Group Session; \$30 for Parent Group Session (pair). Funding for services will derive from JPD's general fund accounts. County Attorney's Office has reviewed and approved as to legal form (2013-0006).

ADDITIONAL BACKGROUND:

FISCAL IMPACT:

PRIOR COURT ACTION:

BASIC CONTRACT DETAILS

CONTRACT NO.: 2013-0006

CONTRACT TITLE: JPD/Adolescent Sexual Behavior Therapy/M Aguilar-Desrosiers

SECOND PARTY: Family Empowerment Center

CONTRACT TYPE: Professional Services

TERM AND BUDGET DETAILS

TERM: 1 Year

EXTENSION OPTIONS (If Applicable): Two 1 Year Options

EFFECTIVE DATE: February 11, 2013

EXPIRATION DATE (If Applicable): February 11, 2014

EXTENSION DEADLINE DATE (If Applicable): January 11, 2014

AMOUNT: Fee Per Use Contract: \$300 for Evaluation & Assessment (one time fee); \$70 for individual session; \$70 Adjunct service (if any); \$70 for family session; \$30 Non-Developmentally Delayed Juvenile Group Session; \$30 for Developmentally Delayed Juvenile Group Session; \$30 for Parent Group Session (pair)

APPROVALS

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: Ian Kaplan

LEGAL REVIEW: Approved as to Form as Submitted

LEGAL REVIEW NOTES (If Applicable):

DATE: February 01, 2013

DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract

conforms to the bid specifications, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE: Roger Martinez

DEPARTMENT CONTACT: Medina, Rosie

DEPARTMENT: Juvenile Probation

DATE: February 04, 2013