

STATE OF TEXAS)
)
COUNTY OF EL PASO)

FULL BATTERY PSYCHOLOGICAL EVALUATIONS

This agreement is entered into by and between El Paso County, on behalf of the Juvenile Probation Department, hereinafter known as "JPD" and **Amanecer Psychological Services, P.C.**, hereinafter known as "Contractor" to provide full battery psychological evaluations.

I. FULL BATTERY PSYCHOLOGICAL EVALUATIONS TO BE PERFORMED BY CONTRACTOR:

Scope of Work: Contractor shall assess and appraise youth referred to JPD in order to obtain a comprehensive evaluation to identify if a child has a mental health disorder or other condition requiring therapeutic services and/or services. Contractor shall use the following methods for obtaining information:

- A. **Clinical Interview:** The psychologist shall include a face to face interview with the youth and the youth's parent/legal guardian(s). The clinical interview shall provide the psychologist with an indication of the youth's interpersonal behaviors as well as emotional processes. The clinical interview shall include, but is not limited to the following:
 - 1. Elicit information that might support or qualify a diagnosis as well as aid in the development of the treatment planning process.
 - 2. Provide the psychologist with the opportunity to observe the youth's general style, how he/she may exaggerate or minimize information provided in the referral and/or youth's history, as well as identify how the youth communicates emotional issues and employs possible defense mechanisms.
 - 3. The collection of useful information that will aid in the diagnosis and treatment of mental and/or behavioral health disorders. This collection should include, but not be limited to the following:
 - a. Medical information: serious illnesses, medical conditions and/or reported traumatic brain injuries the child may have sustained and if the child has ever sustained an injury to the head that led to a loss of consciousness, a concussion, or feeling "dazed," current and historical prescribed psychotropic medications.

- b. Relevant Family History: current living arrangements in the home (ages, relationships), family history of drug use, involvement in the criminal justice system, strengths and weaknesses.
- c. Referral History: juvenile probation referrals, out of home placements/programs.
- d. School History: current academic performance, attendance, discipline issues, special education services required.
- e. Aggressive Behaviors: known incidents of violent/assaultive behaviors, including suicide ideations/attempts and self harm.
- f. Abuse/Neglect: known traumas, abuse, neglect, involvement in Texas Department of Family and Protective Services.
- g. Mental Health: known mental health treatment of youth and family members, dates of treatment, diagnoses, outcomes of treatment.
- h. Developmental History: identification of any significant delays or missing of developmental milestones.
- i. Peer Associations and Social Engagements: nature of peer interactions and social activities.
- j. Follow up regarding changes in cognitions, process speeds, behaviors, and/or emotional states shall be incorporated into the report.

B. Collateral Sources: Parent(s)/legal guardian(s), family members, and/or other significant individuals in the youth's life shall be included in the clinical interview process. Collateral sources of information shall include, when available but not limited to: previous evaluations, reports, educational records, and medical records. The child's strengths along with any noted areas of concern shall be identified and a recommendation for services shall be noted.

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

1. Individual Intelligence test (which specifies a Verbal IQ, a Performance IQ and a Composite, Single Full Scale IQ score);
2. Organicity-perceptual tests;
3. Psychopathology Checklist-Youth Version (PCL-YV) or comparable risk assessment (must identify risk factors that may lead to recidivism);
4. Youth Self Inventory to include a depression inventory; anxiety, anger, disruptive behavior, and self-concept inventory.

- D. **Other Requirements of Testing:** Psychological evaluations must be conducted in the youth's language of literacy. The evaluation must be performed in a private session directly by a psychologist or psychological associate with a license to practice in the State of Texas. A child psychologist is preferred.
- E. **Testing locations:** *On site* testing is preferred for detained youths. On site youths may be available seven (7) days a week and Contractor must provide timely appointments between the hours of 2:30 p.m. to 3:30 p.m. or 4:00 p.m. to 8:00 p.m., Monday through Friday, and Saturday and Sunday from 8:30 a.m. to 8:00 p.m. *Off site* testing for detained youth must include an interview with the youth and his/her parent(s)/legal guardian(s) at separate times to minimize safety and security concerns. Per the Texas Juvenile Justice Department, a juvenile probation department employee will transport youth who are detained and the employee **MUST** be present within sight and sound of the youth at all times during the evaluation.
- F. **Psychological Evaluation Report:** Upon completion of evaluation, Contractor shall submit a typed, signed written report. The report shall follow a bio-psychosocial model to include detailed information about the youth's level of functioning across a wide range of contexts that are relevant to the disposition decision-making process. Psychological Evaluation Report should provide JPD and/or the Court with a structured, succinct, and organized description of the referred youth's current psychological functioning. Psychological evaluation shall include, but is not limited to, the following:
1. a statement of the primary purpose of the assessment;
 2. a summary of the youth's background;
 3. list of procedures and tests used and a statement noting any limitations of the instruments used;
 4. summary of the results and recommendations relevant to the youth needs to include but not be limited to special services instructional modifications, behavioral management strategies, appropriateness for placement, and whether or not placement could include a physically oriented secure post-adjudication correctional facility;
 5. diagnostic impression identifying any mental, emotional and/or behavioral health issues;
 6. separate verbal, performance and composite IQ scores must be included in the report;
 7. incorporate criminal and/or delinquent behaviors, history of substance abuse/dependence, risk factors, stressors, and strengths, as well as identify caregiver needs;
 8. assessment of the youth's cognitive abilities, emotional experiences, personality as well as offer insight regarding the severity of a particular

disturbance and/or impairment and the capacity for adequate functioning; and

9. serve as a reference tool for the determination and/or need for further testing, the development of a treatment plan, the youth's adaptability to various disposition environments and/or responsiveness to treatment and/or supervision recommendations;
10. address specifically all areas identified in Section A, Subsection 3 of the Clinical Interview listed above.

G. Other Requirements:

1. Psychological evaluations must be scheduled within ten (10) business days of referral.
2. The typed, signed evaluation must be provided to the Juvenile Probation Department's Contract Coordinator within ten (10) business days from the date the evaluation is completed.
3. The Contractor will be available to testify in a court of law at no additional cost to El Paso County or to JPD to substantiate and/or clarify recommendations and/or diagnosis made.
4. An addendum to the original psychological evaluation may be requested for the purposes of continuation of services, and/or upon court request for clarification purposes.
5. Upon authorization of JPD and at the request of the juvenile's parent(s)/legal guardian(s); the psychologist and/or psychological associate will explain the evaluation for the juvenile's managing conservator in their language of literacy.

II. COMPENSATION:

- A. For and in consideration for the above stated services, Contractor shall be paid one hundred eighty dollars (\$180.00) per Full-Battery Psychological Evaluation by a psychological associate; and
- B. Contractor shall be paid one hundred ninety dollars (\$190.00) per Full-Battery Psychological Evaluation by a licensed psychologist.
- C. 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.
- D. Contractor will bill a one-time fee for an evaluation performed regardless of the number of appointments needed to complete the evaluation. In the event a juvenile or parent misses a scheduled appointment with the Contractor, JPD will not be responsible for paying any service fees to the Contractor.
- E. Payment shall be made on invoices received pursuant to Section VI within thirty (30) days of receipt by the County Auditor.

III. DEPARTMENTAL TRAINING

- A. Contractor shall provide a one (1) hour class a minimum of two (2) times a year in coordination with JPD's training coordinator on the subject of explaining the evaluation process, outcomes of psychological evaluations, mental disorders, how a diagnosis is determined and/or treatment practices.

IV. 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. date(s) of service;
 4. diagnosis made;
 5. identification if service was provided in English or Spanish;
 6. number of times and date(s) called to testify;
 7. number of addendums requested.

V. 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 A-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 A-2, A-3, and A-4**).
 3. Contractor shall submit copies of professional licenses to JPD for verification that personnel hold proper credentials to provide services within ten (10) 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.

- 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 ten (10) days of execution of this Agreement.

VI. 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. Letterhead shall contain an accurate mailing address, telephone number where contractor can be reached during normal business hours, an invoice number, contract number **KK-12-0565**, 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. If the psychological evaluation is not submitted within the regular timeframes, payment will be delayed until documentation is provided to JPD'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 so 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: Rodolfo Basurto, Ph.D.
drbasurto@sbcglobal.net
Phone: (915) 779-5600
Fax: (915) 779-5605

- 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 B - 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 contract and all required documentation. JPD will then process the invoice for payment through the County Auditor's Office within thirty (30) days of receipt of all required documentation. The County Auditor's Office will verify the request for payment from JPD and generate a check which will be mailed directly to the Contractor after Commissioners Court approval. 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.
2. JPD shall conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the Agreement as per Section X.

VII. MANDATORY TRAINING

Contractor will be required to attend state mandated training, Texas Family Code §261.101 *Persons Require to Report; Time to Report*. This code deals with reporting child physical or mental health abuse or neglect. Contractor may attend training provided by the El Paso County Juvenile Probation Department or shall provide proof of attendance to JPD ten (10) days of execution of an agreement.

VIII. 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.

IX. 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.

X. 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 Contractor Contractual Monitors and Evaluation Report (**Exhibit C**). 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 or 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.

XI. TERM AND TERMINATION

- A. Term: This Agreement shall be effective on December 1, 2012, regardless of the date of execution by the parties, and shall continue until November 30, 2013. 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.
- 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

Rodolfo Basurto, Ph.D.
Amanecer Pshychological Services
6044 Gateway East Blvd., Ste 605
El Paso, Texas 79905

XII. 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).

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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 of intentional act of omission of Contractor, its agents, employees or sub contractors. Contractor shall pay any and all damages assessed against El Paso County and the El Paso County Juvenile Board, their officers, agents or employees, arising out of such negligence or intentional acts.
- 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.

XVIII. 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.

XIX. 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.

XX. 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

Rodolfo Basurto, Ph.D.
d/b/a Amanecer Psychological Services, P.C.

Date

Date

(Signer must have authority to bind the company)



FAST

Fingerprint Applicant Services of Texas

**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: _____
(PLEASE PRINT)

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: _____
CJPO/CDJS/CDFO

DATE REQUESTED: _____

Criminal Records Check Requested on:

	<u>NAME</u>	<u>DOB</u>	<u>SS No.</u>
1.	_____ Service Provider	_____ Position	
2.	_____ Service Provider	_____ Position	
3.	_____ Service Provider	_____ Position	
4.	_____ Service Provider	_____ Position	

Telecommunications Operator _____

Date: _____



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

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

**ROGER MARTINEZ
CHIEF
JUVENILE PROBATION OFFICER**

**MARC MARQUEZ
DEPUTY CHIEF
JUVENILE SERVICES**

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

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

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

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

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

<u>NAME</u>	<u>DOB</u>	<u>SSN#</u>
1.		
2.		
3.		
4.		

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

Records Check Conducted by:

Name

Title

Date

AN EQUAL OPPORTUNITY EMPLOYER



JUDGE ENRIQUE H. PEÑA
JUVENILE JUSTICE CENTER

YAHARA LISA GUTIERREZ
JUDGE
65TH JUDICIAL DISTRICT COURT

RICHARD L. AINSA
REFEREE
JUVENILE COURT I

MARIA T. LEYVA-LIGON
REFEREE
JUVENILE COURT II

ROGER MARTINEZ
CHIEF
JUVENILE PROBATION OFFICER

MARC MARQUEZ
DEPUTY CHIEF
JUVENILE SERVICES

LORENA HEREDIA, CPA
DEPUTY CHIEF
FINANCE AND OPERATIONS

El Paso 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>DOB</u>	<u>SSN#</u>
1.		
2.		
3.		
4.		

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**

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)

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:

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:

- 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 Full Battery Psychological Evaluations from December 1, 2012 to November 30, 2013. This is a fee per use contract. The fees are: \$190 for Psychological Evaluation by a licensed psychologist and \$180 for Psychological Evaluation by a Psychological Associate. Funding for services will derive from JPD's general fund accounts. County Attorney's Office has reviewed and approved as to legal form (2012-0565).

ADDITIONAL BACKGROUND:

FISCAL IMPACT:

PRIOR COURT ACTION:

BASIC CONTRACT DETAILS

CONTRACT NO.: 2012-0565

CONTRACT TITLE: Full Battery Psychological Evaluations

SECOND PARTY: Amanecer Psychological Services, PC

CONTRACT TYPE: Services

TERM AND BUDGET DETAILS

TERM: 1 Year

EXTENSION OPTIONS (If Applicable): Two 1 Year Options

EFFECTIVE DATE: December 01, 2012

EXPIRATION DATE (If Applicable): November 30, 2013

EXTENSION DEADLINE DATE (If Applicable): October 31, 2013

AMOUNT: Fee Per Use Contract: \$190 for Psychological Evaluation by licensed psychologist and \$180 for Psychological Evaluation by a Psychological Associate.

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 21, 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: Shumate, Kim
DEPARTMENT: Juvenile Probation
DATE: February 21, 2013