

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

I. PURPOSE

To provide intensive in-home therapeutic, case management, and psychiatric services to families and assist them in becoming stable family units, and more effective in their roles as parents, sons/daughters, siblings, students, and members of a social community in order to avoid removal of the juvenile from the home, reduce recidivism, and create a safer and healthier community.

II. SERVICES TO BE PERFORMED BY CONTRACTOR:

The Parties agree that Contractor is responsible for the following:

A. Individualized therapeutic Services.

Contractor will ensure these services are provided by a Licensed Professional Counselor (LPC), Licensed Master Social Worker-Associate Professional Counselor (LMSW-APC), Licensed Chemical Dependency Counselor (LCDC), or Licensed Marriage and Family Therapist (LMFT) or any combination of the two:

Contractor will make a minimum of two contacts per week, one of which must be in the home with the juvenile and family. The second contact may be conducted via phone, office, and/or telehealth. All Contractor attempted contacts with juvenile/family shall be reported to the designated Juvenile Probation Officer (JPO) within 24 hours. Any deviation from the minimum in-home contact per week may be approved through the designated Juvenile Probation Manager's (JPM) engagement in the monthly treatment planning session. The JPM may consider reduced in-home contact for youth/families whom are transitioning from the program once stabilized to other community based services or those receiving other adjunct services so not to over service youth/family.

1. Cases shall be opened within 3 business days of disposition unless there is a waiting list. If juvenile/family are on a waiting list, the case shall be opened within 3 business days of an opening becoming available.
2. Upon case opening, the therapist must make their initial home contact within 3 calendar days.
3. Therapeutic services shall include at a minimum individual Cognitive Behavioral Therapy (CBT), Dialectical Behavior Therapy (DBT), Eye Movement Desensitization

and Reprocessing (EMDR), Trauma Based Therapy, Biofeedback/High Performance Biofeedback, family therapy, and/or group services to address behavior and substance use.

4. Counseling services shall be provided on an individual/family basis. The treatment plan and service delivery shall include the involvement of the JPD, the juvenile's extended family, the juvenile's school and peers, health services, community groups, and/or other involved agencies to effectively address the needs of the family. The entire team will be responsible for implementing and monitoring the treatment plan. Treatment plans are intended to be dynamic and must be adjusted according to the juvenile/family needs. Core team (composed of the JPO, therapist, LCDC (if appropriate), and case manager), juvenile, and family must develop monthly measurable goals that are specific to the juvenile and family, and the plan must be reviewed, updated and signed monthly by the core team, juvenile, and family.
5. A Licensed Chemical Dependency Counselor (LCDC) must be available to assess and provide substance abuse treatment services at least once per week for those juveniles diagnosed with a co-occurring disorder (target population for this program will be juveniles with a history of mild or moderate substance use disorders). This service is in addition to the required services provided by a licensed mental health clinician.
6. If the juvenile is hospitalized, home contacts/services shall continue with the parent/guardian(s) in the home. If the juvenile is detained, contacts/services shall continue with the juvenile while in detention and with parent/guardians in the home. Treatment plans shall be reviewed by the core team, juvenile, and family within 72 hours of release from detention/hospital and updated accordingly to meet the new needs of the juvenile/family.

B. Case Management Services.

Contractor will ensure case management services will be provided by an individual who holds a bachelor's degree in the Behavioral or Social Sciences. Case management services include the following:

1. A minimum of two contacts per week will be made; one of which **must be in the home** with the juvenile and family. The second contact may be conducted via phone, office, and or telehealth. All attempted contacts with juvenile/family shall be reported to the JPO within 24 hours.
2. Coordinate with schools to address academic performance; behavior and/or attendance issues; participate in Admission, Review, and Dismissal Committee (ARD) meetings; teacher consultation; job placement for those juveniles older than 16 years of age; coordinate community linkages with support agencies/service providers and health services; rehab services with a focus on symptom management and community living skills which target therapeutic needs as identified by the therapist and criminogenic risk factors as identified by the PACT (risk assessment tool). Rehab skills shall guide the juvenile and family to self-sufficiency in dealing with diagnosis and symptoms. The rehab skills shall also conduct planning for monthly treatment plan reviews, transition plans, discharges, psychiatric and/or medical appointments and other identified needs.

3. Skill-building services to include conflict resolution, anger and stress management, parenting skill development (GRAY Curriculum/Strengthening Families or similar), substance abuse interventions and communication.
4. Providing independent living skills, linkages or resources for vocational skills, employment, community centers, and community pro-social events and activities, when recommended by the JPD.
5. In the event of the juvenile being hospitalized or detained, contacts/services with the family shall continue.

C. Cognitive Behavioral Group Therapy or Strengthening Families Group Curriculum.

1. Contractor shall provide a minimum of two hours a month of cognitive behavioral group therapy to all juveniles participating in the program, as deemed appropriate; or
2. Contractor will identify families who will participate in the 14 week Strengthening Families Group Curriculum, provided by the Contractor.

D. Psychiatric Services.

1. At the request of JPD, access to the psychiatric services to include psychiatric evaluations and medication management must be made available within 10 working days.
2. Contractor shall have access to a Psychiatrist licensed in the State of Texas and a nurse practitioner who must be under the supervision of a physician, specializing in psychiatric medicine, who will objectively assess and identify the presence of mental health disorders that require further intervention. Evaluations shall be completed in the juvenile's language of literacy. Upon the completion of the evaluation, the Contractor shall submit a typed and signed evaluation (in English) within 15 business days of completing the evaluation to the Juvenile Probation Manager assigned to the program. The evaluation will indicate the following:
 - a) Identify if a mental health disorder or condition exists requiring treatment and/or attention;
 - b) Support for the differential diagnosis;
 - c) Identify collaboration with the juvenile and parent(s) / legal guardian(s) in the collection of data and formulation of a treatment plan;
 - d) Identify if long term issues are present that require follow up care or interventions;
 - e) Address the juvenile's diagnosis;
 - f) The current clinical status;
 - g) Past and current functioning levels;

- h) Quality of life;
- i) Any general medical condition(s) that have been established through the examination;
- j) Past history;
- k) Diagnostic tests and/or medical records or consultations;
- l) A specific plan/recommendation for addressing and/or treating the specified diagnosis or diagnoses to include specific therapeutic and rehabilitative goals or recommendations;
- m) Identification of the juvenile's strengths, challenges and coping skills;
- n) Identify any psychiatric; neurobiological; psychological and/or socio-cultural issues involved in the diagnosis and/or treatment; and
- o) Incorporate a concise synthesis of what is known about the juvenile (i.e. individual characteristics; genetic predisposition; general medical condition; abnormalities, life experiences; developmental history; interpersonal relationships; conflicts; defense mechanisms; past and/or current symptomology; precipitating; perpetuating or protective factors; etc.)

E. Medication Management.

Upon any recommendation from the psychiatrist or nurse practitioner for the prescription of medication, a written order (not verbal) will be provided with a prescription to include discontinuation of previously prescribed medication and a written order (not verbal) as to the dates and times the prescribed medication is to be administered. The treating psychiatrist/nurse practitioner will schedule the juvenile for subsequent medication management appointments as needed.

F. Team Consultations.

The psychiatrist/nurse practitioner will provide ongoing education training to the core team, as necessary, and will make him/herself available to staff challenging cases and provide input into the development of individualized treatment plans, as necessary.

G. Court Review Hearings.

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

H. Crisis Management.

1. The therapist, case manager, and JPO must be accessible 24/7 to address crisis calls

that may arise. The JPO is responsible for responding to probation issues and the therapist/case manager is responsible for addressing all mental/behavioral health issues. Services shall be provided by an LPC, LMSW-ACP, or LMFT.

2. Assigned Probation Officers must be notified immediately in writing via e-mail or text communication of all crisis calls and outcomes.
3. The core team members will review the circumstances surrounding any call the family makes for crisis intervention within two (2) business days of notification regarding the event.
4. The team will conduct a crisis debriefing with the youth and/or family member(s) within five (5) business days of notification regarding the event to discuss antecedents, actions taken during the crisis, and possible future steps or learning opportunities when the crisis situation:
 - a) Involves the juvenile or family member being hospitalized for medical or psychiatric purposes,
 - b) Includes police involvement, or
 - c) The team determines follow-up is needed.

I. Aftercare.

1. After a juvenile completes the SNDP (4-6 months) and remains on probation, they will be placed in Aftercare which is approximately 3 months in duration.
2. Aftercare services shall be provided at a minimum of twice per month in the juvenile's home. The assigned treating therapist and assigned case manager will provide at least one contact each for a minimum of 3 months unless probation supervision is terminated.
3. The purpose of contacts are to monitor the internalization of treatment and skills acquired while the juvenile is engaged in the program and to ensure the juvenile and parent are following through on discharge plan and linkages.
4. Provide support and continued linkage to necessary services in the community, as needed.

J. Documentation.

1. Prior to opening a case the therapist and/or case manager and probation officer shall schedule a Family Suitability Interview (FSI) in the juvenile's home, JPD or Contractor's office, or via a virtual platform (ie ZOOM or TEAMS). The purpose of the FSI is to meet the family, provide a program orientation, identify areas that need to be addressed, and provide the family an opportunity to voluntarily accept or decline the services available. The FSI form must be completed prior to opening a case.
2. Within 48 hours of enrollment, an enrollment form indicating the juvenile's start date,

medical insurance eligibility w/copy of insurance card, and signed diagnosis by the therapist must be submitted to the program's Juvenile Probation Manager and/or designee.

3. Contractor shall be responsible for screening all participants for medical insurance coverage prior to or upon enrollment into the program.
4. If a third-party insurance, Medicaid, or Children's Health Insurance Program (CHIP) does not already cover the juvenile, the case manager and/or clinician shall ensure that an application for Medicaid or CHIP is completed and submitted within five (5) calendar days of the juvenile's enrollment into the program and a copy is provided to the programs Juvenile Probation Manager and/or designee. If family has been declined for benefits, a copy of said denial shall be provided to the programs Juvenile Probation Manager and/or designee. Contractor shall coordinate and include the juvenile, parent(s) and specialized JPOs in developing the initial treatment plan. All treatment plans shall be typed, dated, and signed by the treatment team (Therapist, LCDC (if identified in treatment plan), Case Manager, Juvenile Probation Officer, Juvenile, and Parent(s)). The completed initial treatment plan for each participant shall be submitted within 3 calendar days of opening the case and submitted to the programs Juvenile Probation Manager and/or designee. Treatment plan shall include diagnosis, modalities to be utilized to reach outlined goals/objectives, frequency of intervention, and identified goals. Long term community supports must be identified and documented, and a signed acknowledgement that the family was provided with a copy. The 24- h o u r crisis line number shall be clearly indicated on all documentation.
5. All youth with reported history of substance abuse shall be assessed within 10 business days from enrollment into the program and/or reassessed as requested by JPD and a copy of said assessment and diagnosis with treatment recommendations to address substance use issues shall be submitted the programs Juvenile Probation Manager and/or designee. within 10 days of completion.
6. The monthly treatment plan reviews shall occur once every 21-30 days from the previous plan. The monthly reviews are designed to monitor the implementation and measure the level of achievement of the goals and objectives in the initial treatment plan or revised treatment plans. All treatment plans shall be typed, dated, and signed by the treatment team (Therapist, LCDC (if identified in treatment plan), Case Manager, Juvenile Probation Officer, Juvenile, and Parent(s)). The completed monthly treatment plan review for each participant shall be submitted within 5 days of completion and submitted to the programs Juvenile Probation Manager and/or designee. Treatment plan reviews shall include diagnosis, modalities to be utilized to reach outlined goals/objectives, frequency of intervention, and identified goals. Long term community supports must be identified and documented, and a signed acknowledgement that the family was provided with a copy. The 24- h o u r crisis line number shall be clearly indicated on all documentation.
7. A transition plan shall be developed at a minimum of 30 days prior to discharge. This plan shall identify the long-term community supports identified by the family as well as outline what services must be coordinated by the Contractor prior to program discharge for continued care to include all community agencies that will be contacted. The plan

shall outline the purpose of the linkage, which team member will be responsible for coordinating services prior to discharge, and all information pertaining to scheduled appointments. Transition plans shall be submitted to the programs Juvenile Probation Manager and/or designee within 5 business days of being completed.

8. Discharge summary shall be submitted to the programs Juvenile Probation Manager and/or designee within 5 business days upon case closure and an updated linkages page shall be attached that clearly indicates all future appointments and linkages made by Contractor prior to case closure.
9. Monthly aftercare progress reports and contact log shall be typed and include measurable outcomes, obstacles encountered, and recommendations for the upcoming month. Monthly aftercare progress reports shall be submitted to the programs Juvenile Probation Manager and/or designee within the first 10 days of every month for all activity that occurred the previous month.
10. Contractor shall complete and submit the bi-weekly SNDP Review Hearing Summary (Exhibit A) to the entire SNDP team the day of the scheduled court review hearings by noon. The Contractor shall obtain all the required information from all team members including LCDC (if reflected on individual juvenile treatment plans) and include all the information to create one comprehensive report and contact log. The summaries shall be typed and provide a comprehensive overview of the treatment goals, activities, progress towards achieving outlined goals, obstacles encountered, and recommendations for the upcoming two weeks.
11. A bi-weekly contact log shall be submitted the programs Juvenile Probation Manager and/or designee. on Tuesday's regardless of whether court is scheduled or not. The contact log shall be accompanied with a copy of all the corresponding documentations to support all the contracts reported on the contact log. (See Exhibit B)
12. Completed psychiatric evaluations and any other required documentation shall be submitted to the JPD's Contract Coordinator within 15 business days following the appointment.

K. Communication.

1. All team members, with the exception of the psychiatrist, will staff all cases on a weekly basis.
2. Psychiatrist will participate in case staffings as requested by the court for approximately one hour. The assigned probation officer and Contractor shall document the staffing and clearly indicate the discussions in each child's case notes.
3. Contractor will engage in regular telephonic or in person communication with JPD Probation Officers as required.

III. OTHER REOUIREMENTS

- A. The Contractor may be called to testify in a Court of Law.

- B. Contractor will have knowledge of the juvenile probation systems in Texas and be familiar with and have experience working closely with juvenile probations departments, the Texas Juvenile Justice Department (TJJD) and its programmatic standards for the Special Needs Diversionary Program (SNDP).
- C. Services must be available on evenings and weekends. Crisis calls may require clinical team members to respond in-person at the juveniles' home.
- D. Contractor must attend the Texas Juvenile Justice Department (TJJD) annual conference and is REQUIRED as part of this Agreement. On average, the clinician and case manager must attend at least one annual Specialty Court conference.

IV. FINANCIAL INFORMATION

- A. JPD will be responsible for the following costs to be paid to the Contractor:
 - 1. Cost of \$62.22 per day, per juvenile for all therapeutic, case management, and court related activities, crisis intervention, and cognitive behavioral group services.
 - 2. Cost of \$300.00 per psychiatric evaluation.
 - 3. Cost of \$125.00 per medication management appointment.
 - 4. Cost of \$150.00 per hour for psychiatric consultation for staffing meetings.
 - 5. Cost of \$120.00 per aftercare visit (minimum of two visits per month for approximately three months).
- B. Contractor shall establish procedures, seek reimbursement, and bill payment for covered services rendered pursuant to this Agreement entered into with JPD from any and all state/federal or other sources (such as Medicaid, CHIP, Tricare 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.
 - 1. JPD shall be the payer of last resort. Contractor shall not bill JPD for any services rendered for which payment was received from any other source, including any funding received from all state/federal or other sources, as applicable.
 - 2. Contractor is required to accept the amount paid by any and all state/federal or other sources, as applicable, as payment in full.
 - 3. Invoices for services timely billed to, but denied by, other funding sources may be submitted to JPD. The invoices shall be submitted within ninety (90) days from the date of service along with documentation of submission and denial by the other funding source.
 - 4. In the event Contractor is later paid for the rendered service by any other funding source, Contractor shall reimburse all amounts to JPD within thirty (30) days of

receiving such payment.

5. Contractor shall not supplement the contracted rate with Medicaid reimbursement or any other reimbursement.
- C. Contractor shall submit claims on invoices bearing Contractor's letterhead no later than ten (10) business days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Department's Accounting Unit (jpdaccounting.gem@epcounty.com). Letterhead shall contain an accurate mailing address and telephone number where Contractor can be reached during normal business hours. Contractor's invoice must indicate an invoice number and contract number #2024-0449, juvenile's name, type of service, number of monthly service hours rendered, and total cost being billed to the County per juvenile. Medical follow up sign in sheets must be submitted with invoice as supporting documentation. If the report/documentation is not submitted within the required timeframes or if report/documentation is incorrect, payment will be delayed until documentation is provided to JPD's Accounting Unit and Contract Coordinator.
- D. When JPD receives an invoice from the Contractor, JPD will verify services performed by the Contractor through all supporting documentation. JPD will then process the invoice for payment through the County Auditor's Office within forty five (45) days of receipt. The County Auditor's Office will generate a check for the Contractor after Commissioner's Court approval. Payment for services with state funds will be identified on the check with a note indicating the funding source.

V. TERM and TERMINATION

- A. The services requested shall be provided from May 1, 2024, through September 30, 2027. Thereafter, the County shall have the option to renew this Agreement for two one-year terms upon the same terms and conditions contained in this Agreement which must be acknowledged and signed by both Parties. Any such extensions are subject to availability of funds provided and approved by Commissioners Court or other State and Federal funding.
- B. The County or the Contractor may terminate this Agreement at any time by giving thirty (30) days written notice, sent certified mail (Return Receipt Requested) to terminate. The County may terminate this agreement without notice immediately in the event Contractor fails to comply with any provision of this Agreement. Contractor shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

Notice Shall Be Mailed To JPD:

Rosie Medina
Chief Juvenile Probation Officer
Contract #2024-0449
6400 Delta Drive
El Paso, TX 79905-5408

To Contractor:

Pinnacle Social Services, LLC
ATTN: Lucia Gadney

VI. RECORDS AND REPORTING

- A. Record Retention: Contractor shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of seven (7) years after the end of the contracted period. If any litigation, claim or audit involving these records commences before the seven (7) year period expires, the Contractor must keep records and documents for not less than seven (7) years or until all litigation, claims or audit findings are resolved; whichever is later.
- B. Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received. 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 acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractor through Contractor and the requirement to cooperate is required to be included in any subcontract it awards.
- C. The following agencies may request to review the Contractor's records: an authorized El Paso County or JPD representative, the State of Texas, and/or the Federal Government. The Contractor must maintain and make available for inspection, audit or reproduction any books, documents and other evidence pertaining to the cost and expenses for this agreement entered into with JPD, as requested by an authorized representative of El Paso County or JPD, the State of Texas, or the Federal Government.
 - 1. Contractor shall provide semi-annual and annual financial statements to include but are not limited to:
 - a) Trial Balance, Balance Sheet, Profit and Loss Statement, and Statement of Retained Earnings/Fund Balance certified by Contractor; or
 - b) Independent Audit or Review (prepared in accordance with GAAP) based on Contractor's fiscal year. Contractor shall provide the County certified copies of the most recent documents of any, or all listed above, within 90 days from the Contractor's financial year-end.
 - c) Under §231.006, Texas Family Code, the Contractor certifies that the individual or business entity named in any agreement entered into with JPD is not ineligible to receive the specified grant, loan or payment and acknowledges that any agreement entered into with JPD may be terminated and payment may be withheld if this certificate is inaccurate. (Exhibit C)
 - 2. Contractor will be required to certify that the individual(s) or business entity named

in this Agreement entered into with JPD is in good standing with the Texas Comptroller of Public Accounts.

3. This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding. The selected Contractor shall have no cause of action against JPD in the event JPD is unable to perform its obligations as a result of suspension, termination withdrawal or failure of Federal and/or State funding to JPD.

VII. BACKGROUND CHECKS AND TRAINING

A. Background Checks

The Contractor shall require all of its paid and unpaid personnel who are required or allowed to provide services pursuant to this Agreement to:

1. Submit their fingerprints through the IdentoGo system for a criminal history search (Exhibit D). Contractor and its personnel will assume cost(s) associated with this service.
2. Contractor and its personnel must submit to an in-person interview with the Chief Juvenile Probation Officer, at a date and time scheduled by the Juvenile Probation Department.

B. Training

1. The Contractor will require all of its personnel who may have direct contact with JPD youth to attend the ANE/PREA training on abuse, neglect, or exploitation and reporting requirements. Contractor must attend training provided by the El Paso County Juvenile Probation Department within ten (10) days of execution of the Agreement.
2. Contractor will be required to attend state mandated training, pursuant to Texas Family Code §261.101 Persons Required to Report; Time to Report. This provision deals with reporting child physical or mental health abuse or neglect. Contractor must attend training provided by the El Paso County Juvenile Probation Department within ten (10) days of execution of an agreement.
3. At the request of JPD, the Contractor shall participate in a program retreat as coordinated by JPD.

VIII. SANCTIONS

- A. JPD shall conduct monitoring and evaluation of the performances of the Contractor or any sub Contractor rendered pursuant to the contract every six (6) months through use of the Private Contractor Contractual Monitors and Evaluation Report. JPD will notify the Contractor in writing of any deficiencies noted during such monitoring and may initiate the withholding, suspension or reduction of payments as appropriate, based upon such monitoring. (Exhibit E)
- B. As determined in the reasonable judgment of JPD, failure of Contractor to comply with any provisions of this Agreement, a failure to achieve set goals and/or outcomes, and failure of the Contractor to properly administer subcontracts and take appropriate corrective action in the event of violations by sub Contractor, 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 by Contractor. Contractor may be ineligible to receive future contracts.
- C. Contractor warrants that it is certified, approved, or licensed by all Federal, State, or local agencies or departments that have jurisdiction to regulate any activity performed by the Contractor. Proof of such certification, approval, or license shall be provided to the El Paso County Juvenile Probation Department within ten (10) days of execution of an Agreement.
- D. Contractor shall disclose to El Paso County and JPD 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 finding 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 these services.
- E. Contractor shall ensure that all files and records generated or created, pursuant to this contract containing individually, identifiable health information in electronic, paper and oral form also known as protected health information (PHI) is maintained and/or disseminated in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Chapter 58 of the Texas Family Code.

IX. INDEPENDENT CONTRACTOR:

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

X. ASSIGNMENT:

Contractor shall not sell, assign, transfer, or convey this Agreement entered into with JPD, in whole or in part, without the prior written consent of JPD.

XI. VENUE:

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

XII. INDEMNIFICATION:

- A. Contractor shall defend, indemnify and hold harmless El Paso County, the El Paso County Juvenile Board, the El Paso County Juvenile Probation Department, and their respective officers, agents, and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional act or omission of Contractor, its agents, employees, or sub Contractor. Contractor shall pay any and all damages assessed against El Paso County, El Paso County Juvenile Board, and the El Paso County Juvenile Probation Department, and their respective officers, agents or employees, arising out of such negligence or intentional acts.
- B. Contractor shall maintain at Contractor's own expense, Professional Malpractice Insurance with a policy limit of not less than \$1,000,000.00. Such policy shall be with an insurance company licensed to do business in Texas and shall be satisfactory to the County/JPD. All of said insurance policies shall name El Paso County, the El Paso County Juvenile Board, the El Paso County Juvenile Probation Department, and their respective officers and employees as additional insured and shall provide that the County/JPD shall be given at least thirty (30) days advance written notice of any lapse, amendment or cancellation. A copy of the insurance certificate should be included in the bid package.
- C. Contractor shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$300,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property. Policies shall be: (1) with an insurance company licensed to do business in Texas; and (2) shall be satisfactory to the County/JPD. All of said insurance policies shall name El Paso County, the El Paso County Juvenile Board, the El Paso County Juvenile Probation Department, and their respective officers and employees as additional insured. El Paso County and JPD shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation. A copy of the insurance certificate should be included in the bid package.

XIII. AGREEMENT:

This document expresses the entire Agreement between the Parties and shall not be amended or modified except by written agreement signed by all Parties.

XIV. ENFORCEMENT:

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

XV. 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.

XVI. EXHIBITS:

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

Exhibit A - Court Report

Exhibit B - SNDP BI-Weekly Contact Log

Exhibit C - TX Juvenile Probation Commission Affidavit of Eligibility to Receive State Funds

Exhibit D - Digital Fingerprinting Instructions-IdentoGO

Exhibit E - Texas Juvenile Justice Department Non-Residential Private Contractor Contractual Monitoring and Evaluation Report.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE COUNTY OF EL PASO:

Hon. Ricardo Samaniego
County Judge

Date

PINNACLE SOCIAL SERVICES, LLC:

Lucia Gadney, President
(Signer must have authority to bind the
company)

Date

APPROVED AS TO CONTENT:

Rosie Medina
Chief Juvenile Probation Officer

Date

**El Paso County SNDP
Review Hearing Summary
MONTH-DATE-YEAR**

Name:
Docket#:
Phase: I

DOB:
Program Entry Date:
Weeks:

Required# of Home Visits:

of I-IV by PO:
of HV by CM:
of HV by Therapist:

Required# of Other Contacts:

#of other by PO:
of other by CM:
of other by Therapist:
of groups attended:
of doctor's visits

Risk Level: Moderate

Drug Screens:

Date:
Result:

Psychiatric Assessment Diagnosis:
Date:

Prescribed Medication(s):

Probation Officer:
Therapist:
Case Manager:

Probation Comments:

Therapeutic Comments:

Case Manager Comments:

PROGRAM GOALS

Goal	Progress Completed	Some Progress	No Progress	Regressed

**Scheduled Meetings/
Phase Promotions:**

Recommendations of SNDP Treatment Team:

Judge

Date

Name: Phase: II

Phase: II

[illegible]

SNDP BI-WEEKLY CONTACT LOG

Name:

Phase: I

DATE	TIME	DURATION OF VISIT	LOCATION OF VISIT	PURPOSE OF VISIT	VISIT CONDUCTED BY	COLLATERAL CONTACT	UA/BA Results

CODES		PURPOSE OF VISIT	CODES		LOCATION OF VISIT
S	=	Supervision	H	=	Home
C	=	Counseling	S	=	School
p	=	Planning	CT	=	Court
PSY	=	Psychiatric	O	=	Office
ATT	=	Attempted / No Contact	TIC	=	Telephone Call
LS	=	Skills Development/ Rehab	D	=	Detention
			CO	=	Community



Affidavit of Eligibility to Receive State Funds

TEXAS
JUVENILE
JUSTICE
DEPARTMENT



Exhibit C

TEXAS JUVENILE JUSTICE DEPARTMENT 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: _____



Digital Fingerprinting Instructions

Exhibit D

Request to conduct business with the El Paso County Juvenile Probation Department.

IMPORTANT: Please notify your point of contact in the Juvenile Probation Department (JPD) when registration is finalized; include the date and time of the scheduled appointment and your filled-out application form.

- Please go to the following website and enter the following Service Code **11F5T4**:
<https://uenroll.identogo.com>

IdentoGO

English

Enter your Service Code to get started.

Enter Code

GO

Don't know your Service Code?
Contact your agency or [click here](#).

IdentoGO® has a growing number of convenient locations across the U.S. to meet your identity-related needs.



Check the Status of your Service

Check your status or reprint your cardscan registration form.
For additional help, [contact customer service](#).



Manage an existing Appointment

Reschedule an existing appointment or schedule a retake.

We provide the following additional services:



State History Check

Request a copy of your criminal history record from a participating State.



FBI History Check

Request a copy of your criminal history record from the FBI. Personal use only, cannot be used for Employment or Licensing purposes.



Fingerprint Cards

Collect your fingerprint images for a fingerprint card (FD-258).



Photo Services

Two professional 2x2 photos for passport and visa documents.

- Select to **Schedule or Manage Appointment**

11F5T4 - Texas Juvenile Probation - El Paso

[◀ Back to Home](#)

Schedule or Manage Appointment

Schedule an in-person appointment or change an existing appointment.

What do I need to bring to enrollment?

Find out which documents you need to bring to the enrollment center to facilitate processing.

Locate an Enrollment Center

Locate and get directions to an enrollment center near you.

Submit A Fingerprint Card by Mail

Complete the pre-enrollment information necessary to submit a fingerprint card enrollment by mail.

- Please fill out the electronic form, provide all information requested:

Notes:

1. *There is no Authorization Code (Coupon Code) that will be provided to the candidate as the candidate is responsible for paying the digital fingerprinting process.*
2. *The applicant's legal name must match exactly on all identification documents brought to enrollment.*
3. *Out-of-town applicants will need to enter their respective zip code to be routed to their nearest fingerprint location.*
4. *You will be required to bring all documents provided at the time of enrollment:*
 - a. *Copy of the pre-enrollment confirmation.*
 - b. *Supporting documents.*
 - c. *Payment.*
 - Essential Info
 - Citizenship
 - Personal Questions

- Personal Info
- Address
- Upload Documents
- Location section: enter your home address' zip code to determine the closest fingerprint location.
 - Select a preferred date and time for your appointment. To cancel or reschedule you must go to the [Manage Appointment](https://uenroll.identogo.com/manage-appointment) webpage and provide all necessary information: <https://uenroll.identogo.com/manage-appointment>
- Make the payment

IMPORTANT: Please notify your point of contact in the Juvenile Probation Department (JPD) when registration is finalized; include the date and time of the scheduled appointment and your filled-out application form.

Date of Birth: _____



Private Service Provider Contractual Monitoring and Evaluation Report - Non-Residential Services

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

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:

- ☐ Counseling Services ☐ Psychological Services
☐ Medical Services ☐ Products or Services
☐ Programs ☐ Supervision Services
☒ Other

The Texas Juvenile Justice Department'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 Department's *Private Service Provider Contract Requirements Summary* 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 ☒ No ☐

- If a private service provider is eligible for contract renewal but has any "Unsatisfactory" ratings, please attach documentation explaining this inconsistency.

Section I

Contract Goals, Outputs, and Measurable Outcomes that Related Directly to Program Objectives

[The TJJD 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 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 TJJ0 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, TJJ0, etc.).
- ☐ Other (Specify)
- ☐ Other (Specify)

8. 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 TJJD 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)

8. 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:

- D** Reconciliation of billing documents to juvenile probation department/county financial records.

Date Assessed:

Date Assessed:

Date Assessed:

- D** Receipt and review of financial statements or audit.

Date Reviewed:

- D** Other (Specify)

Date:

- D** 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 111)

- D Satisfactory**

- D 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 TJJD 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)

8. 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.