

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Adolescent Sexual Behavior Therapy

This agreement is entered into between El Paso County, on behalf of the Juvenile Probation Department, hereinafter known as "JPD" and Matt Bierds, MA, LPC-S, LSOTP-S Neurocounseling & Consulting Services, PLLC, hereinafter known as "Contractor" to provide therapeutic services.

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

Scope of Work:

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

- A. Therapeutic services should focus on intervention that will modify both cognitive distortions and deviant sexual behaviors to reduce the risk of reoffending as well as prevent sexually offending behaviors, enhance psychosocial skills development, reduce or stabilize symptoms, decrease functional impairments and build resiliency in the youth and family as well as address issues of victimization that may be prevalent.
- B. Services should also incorporate parenting skills and child behavior management strategies, facilitate a safety plan and family reunification for youth removed from their current home environments as well as facilitate appropriate linkages to natural and community resources and supports.
- C. Individual, group and family counseling sessions should incorporate best practices, promising practices strategies and/or evidence based strategies for working with adjudicated sex offenders.
- D. Therapeutic approaches and modalities should be age and developmentally appropriate for the population being served. Therapeutic strategies shall be culturally sensitive and age appropriate for youth ages 10-17.
- E. A comprehensive evaluation and sex offender assessment utilizing evidence based tools that are reliable and valid shall be provided to referred youth and/or family units. The assessment/evaluation shall be incorporated as part of the therapeutic process to identify the youth's and/or family's level of functioning, needs and recommended services to assist the youth and/or family in meeting therapeutic goals as well as conditions of probation and/or court mandates.

F. Purpose:

1. Individual, group and family counseling services shall be provided to youth adjudicated of a reportable offense and/or experiencing sexual behavioral issues. Contractor shall provide therapeutic services that focus on arousal or impulse control, cognitive behavioral treatment to assess and modify cognitions that promote sexual deviance, sexual offense sequence and re-offense prevention, victim empathy, social skills enhancement to increase social competencies, enhancement of primary relationships of the offender, and address co-morbid issues associated with the sexual behavioral issues.
2. Contractor shall provide treatment services that include parenting skills development in which parents, legal guardians and/or family members are involved in the treatment process, issues, roles and boundaries along with the discussion and development of safety issues and plans.
3. Contractor shall incorporate into the therapeutic process a system of support in which natural supports are identified to aid in the rehabilitation process and prevent recidivism.
4. Contractor shall provide treatment services that incorporate both cognitive/behavioral and re-offense prevention plans to reduce recidivism.
5. Contractor shall provide a multifaceted program that is age and developmentally appropriate.
6. Contractor shall provide and incorporate gender specific services. Female offenders may not be treated in the same group as male offenders.
7. Contractor shall provide individual, group and family services to youth that are non-developmentally delayed as well as those youth that are developmentally delayed.
8. Contractor shall ensure that proper protocol and measures are incorporated in Contractor's service plans to address the needs of youths that are developmentally delayed.
9. Contractor shall ensure that assessments and treatment are tailored to meet the standards outlined in §810.67, Chapter 22 of the Texas Administrative Code.
10. Contractor shall have the technological capacity, capabilities, platform for service delivery (Zoom, TEAMS, Doxy.me, Go-to Meetings or any other platform that is HIPPA compliant) and experience in providing telehealth services. The main objective of telehealth services to ensure continuity of services during times of a pandemic, natural disaster and/or families' lack of reliable transportation.

G. Comprehensive Evaluation and Assessment Non-Developmentally Delayed Youths:
Assessment standards shall adhere to §810.63, Chapter 22 of the Texas Administrative Code. Contractor shall provide a comprehensive sex offender assessment that focuses on strengths and identifies risks and deficits of the juvenile

with sexual behavioral problems, as well as identifies factors from the youth's social and sexual history which may have contributed to the sexual deviant or acting out behaviors. The evaluation and assessment will serve as the basis for the development of the youth's comprehensive treatment plan and should provide recommendations regarding the type of interventions used, specific interventions and treatment protocols needed, identify the intensity of services that will be provided as well as identify risks the juvenile may pose to the community and his/her amenability to treatment. Psychological profiles **may not** be used to prove or disprove an individuals' propensity to act out in a sexually deviant manner. Contractor shall identify the cost per evaluation and assessment.

1. Assessment(s) shall be age appropriate.
2. Assessment(s) shall be sensitive to any cultural, language, ethnic, developmental, sexual orientation, gender, medical condition and/or level of education that may be identified during the evaluation.
3. Assessment(s) shall be developmentally appropriate which includes social, developmental and educational levels.
4. Assessment(s) shall be valid.
5. Assessment(s) shall determine the youth's level of functioning, appropriate treatment recommendations and interventions and facilitate the development of an individualized treatment plan. Assessment shall be conducted by a LSOTP/ASOTP.
6. Contractor shall be responsible for acquiring collateral information (Social History, Medical Records, Financial Assessment, TDFPS records, HHS records, mental health, treatment, counseling, and psychiatric records, education/school records, criminal investigation reports, TJJD records, probation records, police reports regarding referred offense, and victim statement(s)) as part of the standard assessment process to include but are not limited to: intellectual, neurological and cognitive functioning; mental status; psychiatric history/hospitalization; medical history to determine sexual development; self-destructive and self-mutilation behaviors and suicide attempts; family history to include exposure to domestic violence; juvenile history; sex offender registration status; history of violence and aggression; educational history; abuse of animals; runaway history; cognitive distortions; impulse control; history of physical, emotional and/or sexual victimization; social and educational competence; sexual education; strengths and assets; family support; engagement in pro-social activities; substance abuse; official reports regarding instant offense; sexual history including: sexual development, sexuality, experimentation, gender identity issues, masturbatory practices, fantasy content; and sexual offense behaviors including: a description of the offense, behaviors, number of victims, gender, age of victims, frequency, duration of sexual contact, victim selection, access, grooming behaviors, use of threats, coercion or bribes to maintain victim silence, degree of force used and sexually deviant behavior patterns. (JPD may make available pertinent reports and documents on file for the Contractor as part of the assessment process but JPD shall not be responsible for the collection and/or distribution of collateral information necessary for the Contractor to adhere to standards under §810.63, Chapter 22

of the Texas Administrative Code.)

7. Upon referral for assessment and/or services from JPD, the Contractor shall make attempts to schedule the youth and/or family for the comprehensive assessment and/or services. Assessment date shall be within five (5) business days from date contact was made with youth and/or family. If appointment cannot be scheduled with the referred youth, Contractor shall contact the Probation Officer within five (5) business days of referral identifying why the referral was not accepted and/or attempts to schedule the youth and/or family.
8. Comprehensive Evaluation and Assessment must be typed and submitted to the Juvenile Probation Department's Accounting unit within ten (10) working days from date of completion.

- H. Comprehensive Evaluation and Assessment Developmentally Delayed Youths: Assessment standards shall adhere to standards outlined in §810.63 and §810.67 of the Texas Administrative Code. Contractor shall provide a comprehensive sex offender assessment that focuses on strengths and identifies risks and deficits of the juvenile with sexual behavioral problems, as well as identifies factors from the youth's social and sexual history which may have contributed to the sexual deviant or acting out behaviors.

The evaluation shall include the youth's current level of functioning and developmental history as well as appropriateness for group services. The evaluation and assessment will serve as the basis for the development of the youth's comprehensive treatment plan and should provide recommendations regarding the type of interventions used, specific interventions and treatment protocols needed, the intensity of services that will be provided as well as the risks the juvenile may post to the community and his/her amenability to treatment. Psychological profiles **may not** be used to prove or disprove an individual's propensity to act out in a sexually deviant manner. The assessment process for developmentally delayed youths shall be conducted in the context of the family and support system. Contractor shall identify the cost per evaluation and assessment.

1. Assessment(s) shall be age appropriate.
2. Assessment(s) shall be sensitive to any cultural, language, ethnic, developmental, sexual orientation, gender, medical condition and/or level of education that may be identified during the evaluation.
3. Assessment(s) shall be developmentally appropriate which includes social, developmental and educational levels.
4. Assessment(s) shall be valid.
5. Assessment(s) shall determine the youth's level of functioning, appropriate treatment recommendations and interventions and facilitate the development of an individualized treatment plan. The LSOTP/ASOTP shall identify what efforts will be made to include and incorporate the following information : Intellectual functioning, level of planning of the adjudicated offense, expressive and receptive language, social judgment, adaptive skills and moral reasoning, sex

education and sexual history, adaptive behavior, criminal history, attention deficit, ability to function in groups, support systems, environmental and/or contextual factors that contribute to or maintain the behavior, history of physical, emotional and/or sexual victimization.

6. In addition to all those matters identified in G 6. hereinabove, Contractor is responsible for acquiring the below described collateral information: current level of functioning; intellectual, neurological, cognitive and behavior functioning; level of planning the crime of conviction; expressive and receptive language; social judgment, adaptive skills, and moral reasoning; sex education and sexual history; adaptive behavior; criminal history; attention deficit; ability to function in groups; support systems (Department of Aging and Disabilities and/or Department of State Health Services-Behavioral and Community Mental Health agency involvement, family involvement, social involvement); environmental or contextual factors that contribute to or maintain the behavior; history of physical, emotional and/or sexual victimization; official documents concerning the instant sexual offense report/offense description: age and relation to the victim(s); details of the offense; past criminal behavior and/or sexually inappropriate behavior; sexual history and deviant sexual interest; the extent of denial and cognitive distortions; pertinent history to include: developmental history; family, marital, relationship, and personal background; past criminal behavior and/or sexually inappropriate behavior; sexual history and deviant sexual interest; and the extent of denial and cognitive distortions; medical, psychological and/or psychiatric/hospitalization history; educational history; occupational history; substance use or abuse; self-destructive behaviors, self-mutilation, suicide attempts; and history of truancy, fire-setting, abuse of animals, and running away. Assessment shall also identify the extent of denial and cognitive distortions, developmental history, and history of substance abuse. (JPD may make available pertinent reports and documents on file for the Contractor as part of the assessment process, but JPD shall not be responsible for the collection and/or distribution of collateral information necessary for the Contractor to adhere to standards under §810.63, Chapter 22 of the Texas Administrative Code.)
7. Upon referral for assessment and/or services from JPD, the Contractor shall make attempts to schedule the youth and/or family for the comprehensive assessment and/or services. Assessment date shall be within five (5) business days from date contact was made with youth and/or family. If appointment cannot be scheduled with the referred youth, Contractor shall contact the Probation Officer within five (5) business days of referral identifying why the referral was not accepted and/or attempts to schedule the youth and/or family.
8. Comprehensive Evaluation and Assessment must be typed and submitted to the Juvenile Probation Department's Accounting unit within ten (10) working days from date of completion.

I. **Treatment Plans (Exhibit 1 Treatment Plan)**

Contractor shall provide a Treatment Plan that shall be individualized and shall identify issues, intervention strategies and goals that are objective, quantifiable and measurable.

1. Treatment plan shall be strength based, and developed in conjunction with the juvenile, the juvenile's parent and/or guardian and the assigned juvenile probation officer. Evidence based and/or best practices treatment modalities shall be utilized and incorporated into the treatment plan design.
2. Treatment plan shall identify specific treatment needs, objectives and required interventions.
3. The treatment plan should identify short and long term goals.
4. Treatment Plans shall be typed, individualized, reviewed and updated at least every six (6) months and a gradual and commensurate adjustment of interventions shall be identified in the plan.
5. In developing the initial treatment plan some degree of denial shall not preclude a youth from entering treatment, but shall be incorporated into the plan with a recommendation to identify the most appropriate course of treatment.
6. Treatment plans for developmentally delayed youth shall incorporate all the aforementioned elements with the addition that modalities, interventions and strategies shall be tailored to address learning limitations and special issues associated with their limited cognitive functions. Treatment and goals shall be appropriate to developmental capacity, level of comprehension and ability to integrate treatment components.
7. A multidisciplinary approach shall be utilized for both non-developmentally delayed and developmentally delayed youths.
8. Treatment plan must be typed and signed by the therapist, juvenile and the juvenile's parent/guardian and submitted to the Juvenile Probation Department's Accounting unit within thirty (30) working days from date of development and/or revision.

J. **Monthly Progress Reports (Exhibit 2 Monthly Progress Report)**

Contractor shall submit Monthly Progress Reports that:

1. Specify number and type of counseling sessions required.
2. Identify progress and/or lack of progress based on a clearly specific objective criteria.
3. Refusal or failure to attend or participate in treatment.
4. Failing to abide by the developed treatment plan or any disclosures regarding violations of probation and/or court order shall be clearly documented in the treatment records and progress report.
5. Information regarding violations shall be provided and communicated to the supervising officer with the Juvenile Probation Department.

6. The Monthly Progress Report shall also include identification of goal completion and/or failure to meet identified goals.
7. The Monthly Progress Report shall identify strategies and interventions that will be utilized to address issues of non-compliance or inability to obtain outlined goals as well as modifications and/or gradual adjustments of intervention when goals are met.
8. An action plan shall be provided for any area(s) in which the juvenile is not progressing. Progress or lack of progress "must be based on specific measurable objectives, observable changes and the demonstrated ability to apply changes in the current situation".
9. Information shall be provided and communicated to the supervising juvenile probation officer according to the Department's policy and/or pursuant to the court order.
10. Monthly progress report must be typed and signed by the therapist, juvenile and the juvenile's parent/guardian and submitted to the Juvenile Probation Department's Accounting unit no later than ten (10) working days from the last day of the month in which services were rendered and/or when requested at any time by the Juvenile Probation Officer and/or the Court.

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

Contractor shall submit a Discharge Plan that identifies if the discharge is successful or unsuccessful. Determination of discharge type (successful / unsuccessful) shall be based on objective, quantified and measurable outcomes.

1. The Discharge Plan shall include a summary of goals met/unmet as well as identify what community linkage and/or natural supports have been developed to sustain success.
2. The Discharge Plan shall incorporate a safety plan for reunification, if applicable, as well as identify a recommendation for or against the need to have the juvenile registered as a sex offender.
3. Discharge Plan shall include post assessment scores as well as a recommendation regarding the need to register.
4. Discharge Summary must be typed, signed by the therapist, juvenile, parent and/or guardian and submitted to the Juvenile Probation Department's Accounting unit within ten (10) working days from date of discharge.

II. **INDIVIDUAL, FAMILY AND GROUP SEX OFFENDER COUNSELING SERVICES**

Therapy services may be held at the Contractor's place of business, at the Juvenile Probation Department, or the youth and/or family residence. In an effort to ensure continuity of care and minimize transition to new clinicians, the clinician assigned when the case is opened shall remain with the case throughout and provide individual, family and group services, when possible. If changes in clinician are necessary, JPD requires for any and all changes in therapists to be communicated in writing to the assigned JPO and SPO in

advance with a justification.

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

III. ADJUNCT SERVICES

A. Polygraph Examinations:

1. The polygraph may be used as an intervention to aid in breaking down denial, facilitating accountability and promoting change in the therapeutic process. Four (4) types of polygraph examinations may occur throughout the juvenile's course of treatment:
 - a. Instant Offense Disclosure
 - b. Sexual History Disclosure
 - c. Maintenance Test, and
 - d. Monitoring Test
2. Should treatment incorporate the use of a polygraph exam, the exam must be administered on a voluntary basis and adhere to the guidelines established by the Joint Polygraph Committee on Offender Testing (JPCOT). Polygraph exams may only be administered by an examiner that holds a current, original Texas Polygraph Examiners License in accordance to the Texas Polygraph Examiners Act that is in good standing.
3. The Licensed Sex Offender Treatment Provider shall be responsible for preparing a juvenile for any polygraph exam. A sexual history polygraph shall include all aspects of the juvenile's sexual behavior, victim lists that occurred prior to the offense of adjudication. The Licensed Sex Offender Treatment Provider and/or Affiliate Sex Offender Treatment Provider shall obtain the official offense report and ensure that the polygraph examiner has the official report in order to administer the instant offense polygraph exam. The Licensed Sex Offender Treatment Provider and/or Affiliate Sex Offender Treatment Provider shall also obtain informed consent and ensure that the polygraph is administered on a voluntary basis and shall also recognize that the polygraph examiner is the authority in determining if a polygraph examination is appropriate.
4. Polygraph examination must be submitted to the Juvenile Probation Department's Accounting unit within five (5) working days from the date of the polygraph completion.

B. Therapeutic Services:

1. Contractor shall provide therapeutic services that will reduce the repeated involvement with the juvenile justice system and mitigate other issues such as school failures, mental, emotional and/or behavioral health issues as well as peer and family issues.
2. Therapeutic services should focus on intervention that will enhance psychosocial skills development, reduce or stabilize symptoms, decrease functional impairments and build resiliency in the youth and family.
3. Adjunct therapeutic services may include: substance abuse services, anger, stress management, social skills, sex education, etc.

4. Services shall incorporate strategies to facilitate appropriate linkages to natural and community resources and supports.
 5. Adjunct therapeutic services may include: substance abuse services, anger, stress management, social skills, sex education, etc. Services should also incorporate strategies to facilitate appropriate linkages to natural and community resources and supports. Adjunct therapeutic approaches shall incorporate best practice and/or evidence based strategies such as Cognitive Behavioral Therapy, Behavioral Therapy, Psychodynamic psychotherapy and Psycho-educational approaches, Adolescent Community Reinforcement Approach, Brief Strategic Family Therapy, etc. Therapeutic strategies shall be culturally sensitive and age appropriate for youths ages 10-17.
- C. Contractor must be available to communicate and staff cases with the supervising Juvenile Probation Officer on a regular basis. The Contractor shall make themselves available to staff cases with Juvenile Probation Officers on a monthly basis to ensure treatment goals are being met as well as to identify objectives the Department may follow through on the ensure the youth's success in treatment.
 - D. Contractor must provide services in the language of literacy and understanding of the juvenile and/or family members.
 - E. Contractor will also provide recommendation for sex offender registration.

IV. COMPENSATION

- A. Sex Offender Evaluation and Assessment: Contractor shall be paid four hundred dollars (\$400.00) for the sex offender assessment and evaluation performed, regardless of the number of appointments needed to complete the assessment and evaluation. A typed and signed copy of the sex offender evaluation shall be provided to JPD whether the Contractor is paid through JPD, private insurance, CHIP, Medicaid or any other funding source.
- B. Individual Sessions: Contractor shall be paid seventy five dollars (\$75.00) for each one hour individual sex offender specific treatment session.
- C. Adjunct Services: Contractor shall be paid seventy five dollars (\$75.00) for each one hour adjunct services session (JPD issued subpoenas for court appearance) is the only adjunct service to be compensated.
- D. Polygraph Session: Contractor shall be paid three hundred dollars (\$300.00) per each individual polygraph session.
- E. Family Session: Contractor shall be paid seventy five dollar (\$75.00) for each one hour family counseling session.
- F. Parent Group Session: Contractor shall be paid thirty five dollars (\$35.00) per one (1) hour session (1-2 parents per juvenile). Each group will have a maximum of eight (8) pairs (1-2 parents/guardians /caregivers).
- G. Cost for Each Therapeutic Non-Developmentally Delayed Juvenile Group:

Contractor shall be paid thirty five dollars (\$35.00) per hour. A group shall be comprised of two or more youths, but shall not exceed a ratio of 10:1.

- H. Cost for Each Therapeutic Developmentally Delayed Juvenile Group: Contractor shall be paid thirty five dollars (\$35.00) per hour. A group shall be comprised of two or more youths, but shall not exceed a ratio of 8:1.
- I. All representations made by JPD are contingent upon availability of any and all federal, state, and local funds from which payments for the contracted services can be made, and do not represent an obligation on the part of JPD, the County, or the Texas Juvenile Justice Department. Payment shall be made on invoices received pursuant to Section VIII within forty five (45) days of receipt by the County Auditor.
- J. Case staffing with the family and/or JPD personnel will be at no cost.
- K. Costs include all typed and signed documentation and/or reports to JPD Administrative expenses and communication with family, school, or referral source or other agencies are considered part of the cost per counseling hour and will not be billed as a separate cost.
- L. JPD shall not be financially responsible for missed appointments.
- M. Contractor may be called in the testify in a court of law at no additional cost to El Paso County or the El Paso County Juvenile Probation Department to substantiate and/or clarify recommendations, services provided and/or diagnosis made.
 - 1. Contractor shall be given two weeks prior notice of a subpoena/court hearing and the thirty minutes to arrive at the courthouse, subject to court approval.
 - 2. Contractor shall be provided with a 24 hour cancellation notice should any court hearing be cancelled or reset. No payment will be made if such notice is given.

V. MEASUREMENT OF PROGRAM OUTCOME

- A. On a quarterly basis, Contractor will be responsible for submitting to the Juvenile Probation Department's Director of Special Programs the following statistical data and comprehensive listing of juveniles referred for services to include:
 - 1. Juvenile's name, date of birth and docket number,
 - 2. Name of referring juvenile probation officer,
 - 3. Number of successful discharges,
 - 4. Number of unsuccessful discharges,
 - 5. Number of youths placed outside of the home,
 - 6. Identification if service was provided in English or Spanish,
 - 7. Number of times and date(s) called to testify.
- B. On an annual basis, Contractor will be responsible for submitting to the Juvenile Probation Department's Director of Special Programs the following statistical data:
 - 1. Number of youths completing treatment within six (6) months,
 - 2. Number of youths completing treatment within nine (9) months,

3. Number of youths completing treatment within twelve (12) months,
4. Number of youths completing treatment within twenty-four (24) months.
5. Number of youths required to register as sex offenders.

VI. BACKGROUND CHECKS

A. Background Checks

Contractor shall ensure that within fifteen (15) days of execution of this Agreement all of its paid or 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 IdentoGo system for a criminal history search (**Exhibit 4**).
2. Execute a Texas Law Enforcement Telecommunication System (TLETS)/National Crime Information Center (NCIC) records check in order to allow JPD to perform the criminal records and Sex Offender background check as well as the Sex Offender Background search through the Texas Department of Public Safety (**Exhibits 4-1**).
3. Contractor will be responsible for the fee associated with the fingerprint criminal history search.
4. Contractor shall submit copies of professional licenses to JPD for verification that personnel hold proper credentials to provide services.

VII. STATUTORY REQUIREMENTS REGARDING SEX OFFENDER TREATMENT

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

VIII. FINANCIAL INFORMATION

- A. Contractor shall submit claims on invoices bearing contractor's letterhead no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Attention Accounting Department. Contractor's invoice must contain an accurate mailing address, telephone number where contractor can be reached during normal business hours, an invoice number, contract number **2021-0590**; juvenile's and/or parent(s) name, type of service, related cost and Contractor's signature. Invoices for juvenile services must be submitted separately from parent services. Family and group session sign

in sheets must be submitted with invoice as supporting documentation. If the report/documentation is not submitted within the required timeframes, payment will be delayed until documentation is provided to the Juvenile Probation Department.

- 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, Tricare, CHAMPUS 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 ninety (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. In unforeseen circumstances an email approval may be obtained from the Senior Probation Officer or Director overseeing the Sex Offender Program while the AOS is generated and approved.** Failure to do will result in Contractor absorbing the cost for services not approved. Contractor designates the following e-mail address and fax number where the authorization of services contract must be submitted:

To: Matt Bierds, MA, LPC-S, LSOTP-S
Neurocounseling & Consulting Services, PLLC
PO Box 220166
El Paso, Texas 79913
mbierds@outlook.com
Phone: (512) 921-3846

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

- E. *Eligibility to Receive Payment on State Contracts.* Under § 231.006, Texas Family Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certificate is inaccurate (**Exhibit 5 TJPC Child Support Affidavit**).
- F. Contractor certifies that the individual(s) or business entity named in this Agreement is in good standing with the Texas Comptroller of Public Accounts.
- G. Contractor shall maintain separate accounting records designating receipt and expenditure of State Funds received pursuant to Section VIII Financial Information Paragraph I Method of Payment of this agreement. Contractor shall adhere to the use of Generally Accepted Accounting Principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA). Contractor understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will 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.
- H. Method of Payment
1. The Juvenile Probation Department receives an invoice from the contractor. The Department will verify the services performed by the contractor through the department's authorization of service contract and all supporting documentation. The Department 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 verify all supporting documentation and generate a check for the Contractor. Payment for services with State funds will be identified on the check with a note "TJJD STATE FUNDS". Contractor shall maintain separate accounting records for the receipt and expenditure of any and all State funds received. The County Auditor's Office will mail out the check after Commissioners' Court approval. Checks are mailed directly to the Contractor. JPD shall conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered pursuant to the Agreement as per Section XII.
 2. All documents shall be provided to the Juvenile Probation Department

whether the Contractor is paid through the Juvenile Probation Department, private insurance, CHIP, Tricare, CHAMPUS, Medicaid or any other funding source. Failure to provide the specified reports within time specified shall constitute a breach of contract

IX. MANDATORY TRAINING

- A. Contractor will provide a minimum of a one (1) hour class once (1) per year to El Paso County Juvenile Probation personnel in coordination with the El Paso County Juvenile Probation's Director of Special Programs on the subject of explaining the evaluation process, outcomes of sex offender evaluations, mental health disorders, adjunct services and/or treatment practices for working with youth with sexual behavior issues.
- B. 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 10 days of execution of the Agreement.

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. Proposer shall provide proof of completion of the mandated training, or if not shall attend training provided by the El Paso County Juvenile Probation Department within ten (10) days of execution of an agreement.

- C. Contractor warrants that it is certified, approved or licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures and administrative rules to regulate any activity performed by the Contractor. Current proof of such certification, approval, license, registration or any other required regulatory permits shall be provided to the El Paso County Juvenile Probation Department within fifteen (15) days of execution of this Agreement. The contractor shall provide all renewed and updated certification, approval, license, registration or any other required regulatory permits to JPD within ten (10) days of receiving the renewal and/or any updates. For all new employees, the contractor shall follow the above guidelines.

X. DISCLOSURE REGARDING CRIMINAL OR GOVERNMENTAL INVESTIGATIONS

Contractor shall disclose to El Paso County any pending or initiated criminal or governmental investigations within the last twelve (12) months preceding the execution of this Agreement, as well as during the term of this Agreement along with any results and/or findings related to the Contractor conducted by, but not limited to, the following agencies: Department of Justice, Texas Juvenile Justice Department, Texas Department of Family and Protective Services or any other agency which may license or regulate the Contractor in the provision of services.

XI. RECORDS AND RECORD RETENTION

- A. Contractor must maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, Federal Government, books, documents and other evidence pertaining to the cost and expenses for this Agreement, hereinafter called records.
- B. Contractor shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of 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.

XII. SANCTIONS

- A. Every six (6) months, the Juvenile Probation Department will conduct monitoring and evaluation of the performance of the Contractor or any Sub Contractor rendered pursuant to the contract through use of the TJJD Private Contractual Monitoring and Evaluation Report. (Exhibit 6 JPD will notify the Contractor in writing of any deficiencies noted during such monitoring and may initiate the withholding suspension or reduction of payments as appropriate, based upon such monitoring.
- B. As determined in the reasonable judgment of JPD, failure of contractor to comply with any provisions of this Agreement or a failure to achieve set goals and/or outcomes of failure of the contractor to properly administer subcontracts and take appropriate corrective action in the event of violations of subcontracts may be considered a material breach of this Agreement and may result in withholding, suspension, or reduction in payments or in immediate termination of this Agreement as well as refund of payments. Contractor may be ineligible to receive future contracts.

XIII. TERM AND TERMINATION

- A. Term: This Agreement shall be effective on August 23, 2021, regardless of the date of execution by the parties, and shall continue until April 30, 2024. The County shall have the option to renew this Agreement for (2) one year terms upon the same terms and conditions contained in this Agreement by providing written notice to the Contractor. Any such extensions are subject to availability of funds provided and approved by Commissioner's Court and Juvenile Board.

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

REF: 2021-0590

Roger Martinez
Chief Juvenile Probation Officer
6400 Delta Drive
El Paso, Texas 79905-5408

CONTRACTOR

Matt Bierds, MA, LPC-S, LSOTP-S
Neurocounseling & Consulting Services, PLLC
PO Box 220166
El Paso, TX 79913

XIV. HIPAA

Contractor shall ensure that all files and records generated or created, pursuant to this agreement containing individually, identifiable health information in electronic, paper, and oral form also known as protected health information (PHI) is maintained and/or disseminated in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Chapter 58 of the Texas Family Code.

XV. CONFIDENTIALITY REGARDING JUVENILE RECORDS

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

XVI. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall be construed as creating the relationship of employer and employee between the County and the Contractor. The Contractor shall be deemed at all times to be an independent contractor.

XVII. ASSIGNMENT

Contractor shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of El Paso County.

XVIII. VENUE

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

XIX. INDEMNIFICATION

- A. Contractor shall purchase at its own expense, commercial public liability insurance in a general aggregate limit of not less than \$300,000.00 for each single occurrence of bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property. Policies shall be (1) with an insurance company licensed to

do business in Texas and (2) shall be satisfactory to the County. All of said insurance policies shall name the County, its officers, employees and the El Paso county Juvenile board, its officers and employees as additional insured's. El Paso County shall be given at least thirty (30) days advanced written notice of any lapse, amendment or cancellation.

- B. Contractor shall defend, indemnify and hold harmless El Paso County and the El Paso County Juvenile Board, their officers, agents, and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence 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 its own expense Professional Malpractice Insurance with a policy limit of not less than \$1,000,000.00. Such policy shall be with an insurance company licensed to do business in Texas and shall be satisfactory to the County. All of said insurance policies shall name the County and the El Paso County Juvenile Board, their officers, employees as additional insured and shall provide that the County shall be given at least thirty (30) days advance written notice of any lapse, amendment or cancellation.

XX. AGREEMENT

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

XXI. ENFORCEMENT

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

XXII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

Contractor certifies that it will comply fully with the non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws. All representation made by the Juvenile Probation Department are contingent upon availability of funds from which payments for the contract services can be made and do not represent an obligation on the part of the Juvenile Probation Department, the County of El Paso, or the Texas Juvenile Justice Department.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

ATTEST:

County Clerk

Date

THE COUNTY OF EL PASO:

Ricardo A. Samaniego
County Judge

Date

APPROVED AS TO FORM:

Assistant County Attorney

Date

APPROVED AS TO CONTENT:

Roger Martinez
Chief Juvenile Probation Officer

Date

CONTRACTOR:

Matt Bierds, MA, LPC-S, LSOTP-S
d/b/a Neurocounseling & Consulting Services,
PLLC

Date