



# Texas Juvenile Probation Commission

## Private Service Provider Contractual Monitoring and Evaluation Report<sup>1</sup>

### RESIDENTIAL SERVICES

#### GENERAL INFORMATION

Name of Juvenile Probation Department		County
Name of Person Completing Report	Title of Person Completing Report	
Name of Persons Contributing to Report		Date Completed

#### PROVIDER INFORMATION

Name of Private Residential Service Provider		Review Period / Applicable Dates of Contract	Number of Youth Placed in Facility During Review Period <sup>2</sup>
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 Residential Service		Type of Residential Services: <input type="checkbox"/> Pre-Adjudication Secure Detention <input type="checkbox"/> Post-Adjudication Secure Correctional <input type="checkbox"/> TDFPS Licensed Facility <input type="checkbox"/> TCADA Facility <input type="checkbox"/> Out of State Licensed Facility <input type="checkbox"/> Other (Specify)	

The Texas Juvenile Probation Commission's State Financial Assistance Contract requires that private service providers that are paid in whole or part with state funds shall be monitored at least twice during the fiscal year for programmatic and financial compliance. Use Pages 2-5 of this document to record the contractual requirements placed on the service provider and the results of your semi-annual or applicable periodic monitoring of the performance of the service provider. Please complete the Evaluation Section below at least annually for all private residential service provider contracts to monitor the service provider's compliance with contractual programmatic and financial requirements. Please refer to the Commission's *Private Service Provider Contract Requirements Summary [TJPC-FIS-32-04]* for additional information on which service provider services require written contracts, performance measures and accountability provisions.

Overall Review of Service Provider Performance and Compliance with Contractual Provisions	Satisfactory	Unsatisfactory*
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Overall Review of Service Provider Performance and Compliance with Contractual Provisions	Satisfactory	Unsatisfactory*
<b>Section I.</b> Performance of Contract Goals, Outputs and Outcomes (see Page 2)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Section II.</b> Compliance with Applicable General Legal Requirements (see Page 3)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Section III.</b> Compliance with Accounting, Reporting and Auditing Requirements applicable to state funds received under the contract. (See Page 4)	<input type="checkbox"/>	<input type="checkbox"/>
Overall Performance and Compliance of Service Provider for this Review Period	<input type="checkbox"/>	<input type="checkbox"/>
Is Service Provider Eligible for Contract Renewal? Yes* <input type="checkbox"/> No <input type="checkbox"/>		

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

<sup>1</sup> This form is provided by the Commission as a sample document that may be used in a comprehensive service provider monitoring program. This form is not required; however, adequate and complete written documentation must exist to evidence and detail the service provider monitoring performed by the juvenile probation department on at least a semi-annual basis. That documentation may consist of this form and/or a comparable document or documents of the juvenile probation department's choosing.

<sup>2</sup> Please make available a listing of all juveniles placed by your juvenile probation department with this service provider during the review period to facilitate case file review of these youth, if necessary.

## Section I

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

[The TJPC State Financial Assistance Contract requires that private service providers paid in whole or part with state funds be held accountable for delivery of quality services and all contracts shall include clearly defined goals, outputs and measurable outcomes that directly relate to program objectives.]

**The evaluator(s) completing this form should:**

1. Check all completed actions that have been taken to detail written contractual expectations and goals for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year the service provider's overall performance under Section I.

**A. Written provisions placed in the service provider contract included (attach copy of contract):**

- Goals, Outputs and Measurable Outcomes based on the Texas Health & Human Services Commission Substitute Care Provider Outcome Standards:
- Required Measurement of Juvenile's Progress Toward Goals in 9 Domains:
  - Medical Domain
  - Safety and Security Domain
  - Recreational Domain
  - Educational Domain
  - Mental/Behavioral Health Domain
  - Relationship Domain
  - Socialization Domain
  - Permanence Domain
  - Parent and Child Participation Domain
- Required Individualized Treatment Plan
- Required Service Plan and Service Plan Review
- Child Specific Goals, Outputs and Measurable Outcomes
- Special Services or Programs (Specify)
- Periodic Progress Reports (Specify)
- Other (Specify)
- Other (Specify)

**B. The following assessments of the performance of the service provider have been documented:**

- Reviewed Service Plans completed for all children placed with private service provider.  
**Date Reviewed:**  
**Date Reviewed:**
- Reviewed Service Plan Reviews completed for all children placed with private service provider.  
**Date Reviewed:**  
**Date Reviewed:**

- Goals in service plans adequately consider needs of juveniles in placement with this service provider.

**Date Assessed:**  
**Date Assessed:**

- Reviewed domain specific documentation for appropriate services (e.g., educational records, etc.).

**Date Assessed:**  
**Date Assessed:**

**C. The following additional actions have been taken to monitor the performance of this service provider:**

- Onsite/personal visit with juveniles placed at facility to monitor progress juvenile in program.

Dates of Visit	Name of Officer/Individual
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- Contact with juvenile in facility and/or parent or guardian of juveniles (e.g., mail, phone, etc.)

Contact Date	Name of Officer/Individual
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- Review of routine progress reports/service plans/treatment plans received from service provider regarding juveniles in placement.

**Date Reviewed:**  
**Date Reviewed:**

- Participation in service plan development and/or reviews.

**Date Participated:**  
**Date Participated:**

**Complete Section D and E at end of review period:**

**D. Overall performance of residential service provider in Section I (Contract Goals, Outputs and Measurable Outcomes that Relate Directly to Program Objectives)**

[Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section I]

**Satisfactory**

**Unsatisfactory** [if checked, please complete Section E below]

**E. If Performance was unsatisfactory, please describe any actions taken regarding service provider.**

## Section II General Legal and Regulatory Compliance of Service Provider

[The TJPC State Financial Assistance Contract requires that all private service providers paid in whole or part with state funds shall adhere to all applicable state and federal laws and regulations pertinent to the service provider's provision of services.]

**The evaluator(s) completing this form should:**

1. Check all completed actions that have been taken to detail the general legal and administrative requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year 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 compliance with all applicable regulatory agency policies, procedures, and administrative rules.
- Requirement of current state license, certification, registration or other necessary regulatory permits, etc.
- Requirement that service provider disclose any pending or initiated criminal or governmental investigations and results/findings related to service provider (e.g., FBI, DOJ, TJPC, etc.).
- Other (Specify)
- Other (Specify)

**B. The following actions have been taken to monitor the general legal compliance of this service provider:**

**For Secure Juvenile Facilities:**

- Review of recent TJPC Compliance Monitoring, Enforcement and Tracking System reports (COMETS) regarding placement facility, if applicable.

**Date Reviewed:**  
**Date Reviewed:**

- Confirm and review registration of facility on the TJPC Facility Registry, if applicable.

**Date Reviewed:**

- Receipt and review of copies of current juvenile board certification of facility.

**Date Reviewed:**

- Review of TJPC child abuse and neglect investigation statistics for facility.

**Date Reviewed:**  
**Date Reviewed:**

- Personal visit/inspection of facility operations.

Dates of Visits	Name of Officer
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- Other (Specify)
- Other (Specify)
- Other (Specify)

**For Non-Secure Facilities:**

- Confirm facility holds required licensure with appropriate state entity (e.g., Texas Department of Family and Protective Services, Texas Commission on Alcohol and Drug Abuse, out-of-state, etc.).

**Date Reviewed:**

License Number:

Date Issued:

Issuing Entity:

State:

License in Good Standing: Yes  No

- Receipt and review of TDFPS, TCADA or other state licensing agency facility monitoring or standards compliance reports.

**Date Reviewed:**  
**Date Reviewed:**

- Review of TCADA or TDFPS child abuse and neglect investigation statistics for facility, if applicable.

**Date Reviewed:**

- Personal visit/inspection of facility operations.

Dates of Visits                  Name of Officer

- Other (Specify)

- Other (Specify)

- Other (Specify)

- Other (Specify)

***Complete Section C and D at end of review period:***

- C. Overall performance of residential service provider in Section II (General Legal and Regulatory Compliance of Service Provider)** [Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section II]

- Satisfactory**

- Unsatisfactory** [if checked, please complete Section D below]

- D. If Performance was unsatisfactory, please describe any actions taken regarding service provider.**

## Section III

### Accounting, Reporting and Auditing Requirements Applicable to State Funds Received Under the Contract

[The TJPC State Financial Assistance Contract requires that private service providers paid in whole or part with state funds be required to account separately for the receipt and expenditure of state funds and be required to comply with clearly specified accounting, reporting and auditing requirements.]

**The evaluator(s) completing this form should:**

1. Check all completed actions that have been taken to detail the financial accounting, reporting and auditing requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year the service provider's overall performance under Section III.

**A. Written provisions placed in the service provider contract included (attach copy of contract):**

- Certification of service provider's eligibility to receive state funds under Texas Family Code Section 231.006.
- Requirement that service provider be a vendor in good standing [i.e., not on "vendor hold" status] with Texas Comptroller of Public Accounts, if applicable.
- Requirement of service provider's use of Generally Accepted Accounting Principles (GAAP).
- Requirement of separate accountability for the receipt and expenditure of state funds.
- Detailed billing processes, policies, procedures and timeframes.
- Detailed requirements for payment process, policies, procedures and timeframes.
- Requirement of 3 year records retention schedule or until all pending audits resolved.
- Detailed audit requirements and authority.
- Required periodic financial reporting.
- Other (Specify)
- Other (Specify)

**B. The following actions have been taken to monitor the compliance of this service provider:**

- Receipt and verification of eligibility of service provider to receive state funds.  
**Date Reviewed:**
- Verification that service provider is in "good standing" with Texas Comptroller of Public Accounts. [Attach website printout, if applicable]  
**Date Reviewed:**

- Receipt and review of timely billing documents from service provider.

**Date Assessed:**

**Date Assessed:**

**Date Assessed:**

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

**Date Assessed:**

**Date Assessed:**

**Date Assessed:**

- Receipt and review of financial statements or audit.

**Date Reviewed:**

- Other (Specify)

**Date:**

- Other (Specify)

**Date:**

**Complete Section C and D at end of review period:**

**C. Overall performance of residential service provider in Section III (Accounting, Reporting and Auditing Requirements)** [Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section III]

- Satisfactory**
- Unsatisfactory** [if checked, please complete Section D below]  
[if checked, please complete Section D below]

**D. If Performance was unsatisfactory, please describe any actions (e.g., sanction, penalties, etc.) taken regarding**

**service provider in Section IV of this document.**

## Section IV Clearly Defined Sanctions or Penalties for Contract Non-Compliance and Termination Provisions

[The TJPC State Financial Assistance Contract requires that contracts with private service providers paid in whole or part with state funds shall include clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions.]

**The evaluator(s) completing this form should:**

1. Check all completed actions that have been taken to detail the contractual sanctions, penalties and termination requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least twice a year the service provider's overall performance under Section IV

**A. Written provisions placed in the service provider contract included (attach copy of contract):**

- Termination of contract for noncompliance or nonperformance of contractual provisions.
- Termination for cause provision.
- Termination without cause provision.
- Mutual termination provision.
- Specific sanctions, penalties for noncompliance or substandard compliance.
- Withholding, suspension, reduction of payment provisions for noncompliance or non-performance.
- Ineligibility for future contracts provision.
- Refund of payments provision for breach of contract.
- Venue provision for any necessary legal actions.
- Other (Specify)
- Other (Specify)

**B. The following actions have been taken regarding the service provider's performance of the contract:**

- Contract Terminated (Specify details)

**Date:**

- Sanction Imposed (Specify details)

**Date:**

**Date:**

**Date:**

**Date:**

- Payment withheld, suspended, reduced (Specify details)

**Date:**

**Date:**

**Date:**

**Date:**

- Refund of payment (Specify details)

**Date:**

**Date:**

- Legal action (Specify details)

**Date:**

- Service Provider ineligible for future contracts (Specify)

**Date:**

- Other (Specify)

**Date:**

- Satisfactory Performance** – Service provider has performed the terms of the contract in a satisfactory manner and no contractually authorized sanctions or penalties have been invoked against service provider.