

HONORABLE RALPH H. WALTON, JR.
- District Judge -
355th Judicial District



HONORABLE VINCENT J. MESSINA
- County Court at Law Judge -

HONORABLE DARRELL COCKERHAM
- County Judge -
Hood County, Texas

BETH PATE
- Chief Juvenile Probation Officer -
P.O. Box 2081 • Granbury, TX 76048
(817) 579-3273

HOOD COUNTY YOUTH SERVICES 355TH JUDICIAL DISTRICT

Notice of the regular meeting of the **Hood County Juvenile Board** on **Wednesday, August 21, 2013, at 8:00 AM** in the **Central Jury Room** located in the **Hood County Justice Center** at 1200 W. Pearl St., Granbury, TX. At which meeting, the following subjects will be discussed, and the following matters acted upon:

- I. Call to order
- II. Approve minutes from previous meeting(s)
- III. Review requests for budget line item amendments and consider for approval
- IV. Review bills presented for payment and take appropriate action.
- V. Ratify current payroll.
- VI. Consider and approve personnel changes, new hires, and terminations.
- VII. Monthly update from Granbury Regional Juvenile Center.
- VIII. Consider Juvenile Probation Department Budget and take appropriate action.
- IX. Consider and take appropriate action to approve budget request for Juvenile Services.
- X. Ratify the contract for Residential Services with G4S Youth Services, LLC (2013) & take appropriate action.
- XI. Ratify the following contracts:
 - A. Pre-Adjudication with Granbury Regional Juvenile Justice Center
 - B. Residential with Granbury Regional Juvenile Justice Center
 - C. Residential with G4S Youth Services, LLC
 - D. Residential with Grayson County
 - E. Residential with Gulf Coast Trades Center, Inc.
 - F. Residential with Pegasus Schools, Inc.
 - G. Residential with Victoria County Juvenile Justice Center
 - H. Residential with Woodward Youth Corporation
 - I. Non-Residential Services with Linda Baley, LPC, LSTOP
 - J. Non-Residential Services with Gary Hively, LCDC, CART
 - K. Non-Residential Services with Granbury Regional Juvenile Justice Center
 - L. Non-Residential Services with Lena Pope Home
 - M. Non-Residential Services with Heather Brogan- McCarty
 - N. Non-Residential Services with Pamell E. Ryan, Ph.D.
 - O. Non-Residential Services with Belinda Tuck, LPC
 - P. Non-Residential Services with Wood and Associates Polygraph Service

ADJOURN


DARRELL COCKERHAM, COUNTY JUDGE

Notice of meeting/agenda posted at Hood County Justice Center, 1200 W. Pearl St., Granbury, Texas on August 14, 2013 by M. Sutton.

Notice

Policy of Non-Discrimination on the Basis of Disability

County of Hood does not discriminate on the basis of disability in the admission of access to, or treatment or employment in, its programs or activities. Personnel Director, Personnel and Governmental Affairs Dept. 1414 W. Pearl St., Granbury, Texas 76048, phone 817 408 3450 has been designated to coordinate compliance with the non-discrimination requirements in Section 35.107 of the Department of Justice regulations. *Information concerning the provisions of the Americans with Disabilities Act, and the rights provided there under, is available from the Personnel Director.

THE FOLLOWING MEMBERS WERE PRESENT:
RALPH H. WALTON, JR., DISTRICT JUDGE
DARRELL COCKERHAM, COUNTY JUDGE

REGARDING ITEM 1: JUDGE WALTON CALLED THE MEETING TO ORDER AT 8:00 A.M. ON THE AFORSAID DATE OF AUGUST 21 , 2013.

REGARDING ITEM 2: MOTION MADE BY JUDGE COCKERHAM TO APPROVE THE MINUTES OF THE AUGUST 7 , 2013 MEETING. SECONDED BY JUDGE WALTON . MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 3: NO ACTION REQUIRED.

REGARDING ITEM 4: MOTION MADE BY JUDGE WALTON TO APPROVE PAYMENT OF THE BILLS FOR THE JUVENILE PROBATION DEPARTMENT. SECONDED BY JUDGE COCKERHAM . MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 5: MOTION MADE BY JUDGE WALTON TO RATIFY PAYROLL FROM JULY 29, 2013 – AUGUST 11, 2013. SECONDED BY JUDGE COCKERHAM . MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 6: MOTION MADE BY JUDGE COCKERHAM TO APPROVE THE PERSONNEL CHANGES, NEW HIRES AND TERMINATIONS. SECONDED BY JUDGE WALTON . MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 7: JUVENILE PROBATION DEPARTMENT DIRECTOR BETH PATE GAVE A MONTHLY UPDATE FOR THE GRANBURY REGIONAL JUVENILE JUSTICE CENTER.

REGARDING ITEM 8: MOTION MADE BY JUDGE COCKERHAM TO APPROVE THE JUVENILE PROBATION DEPARTMENT BUDGET. SECONDED BY JUDGE WALTON . MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 9: DUPLICATE OF AGENDA ITEM 8

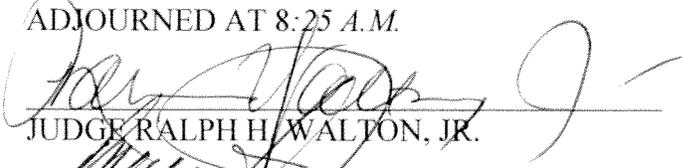
REGARDING ITEM 10: MOTION MADE BY JUDGE WALTON TO RATIFY THE 2013 CONTRACT FOR RESIDENTIAL SERVICES WITH G4S YOUTH SERVICES, LLC. SECONDED BY JUDGE COCKERHAM . MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 11: MOTION MADE TO RATIFY THE FOLLOWING CONTRACTS BY JUDGE COCKERHAM . SECONDED BY JUDGE WALTON . MOTION CARRIED. SEE ATTACHED.

- A. PRE-ADJUDICATION WITH GRANBURY REGIONAL JUVENILE JUSTICE CENTER
- B. RESIDENTIAL WITH GRANBURY REGIONAL JUVENILE JUSTICE CENTER

- C. RESIDENTIAL WITH G4S YOUTH SERVICES, LLC
- D. RESIDENTIAL WITH GRAYSON COUNTY
- E. RESIDENTIAL WITH GULF COAST TRADES CENTER, INC.
- F. RESIDENTIAL WITH PEGASUS SCHOOLS, INC.
- G. RESIDENTIAL WITH VICTORIA COUNTY JUVENILE JUSTICE CENTER
- H. RESIDENTIAL WITH WOODWARD YOUTH CORPORATION
- I. NON-RESIDENTIAL SERVICES WITH LINDA BALEY, LPC, LSTOP
- J. NON-RESIDENTIAL SERVICES WITH GARY HIVELY, LCDC, CART
- K. NON-RESIDENTIAL SERVICES WITH GRANBURY REGIONAL JUVENILE JUSTICE CENTER
- L. NON-RESIDENTIAL SERVICES WITH LENA POPE HOME
- M. NON-RESIDENTIAL SERVICES WITH HEATHER BROGAN-MCCARTY
- N. NON-RESIDENTIAL SERVICES WITH PARNELL E. RYAN, PH.D.
- O. NON-RESIDENTIAL SERVICES WITH BELINDA TUCK, LPC
- P. NON-RESIDENTIAL SERVICES WITH WOOD AND ASSOCIATES POLYGRAPH SERVICES

ADJOURNED AT 8:25 A.M.



JUDGE RALPH H. WALTON, JR.



JUDGE VINCENT MESSINA

JUDGE DARRELL COCKERHAM

CERTIFICATION FOR THE PAYMENT OF BILLS

THE STATE OF TEXAS

COUNTY OF HOOD

To certify the authorization for payment of bills as presented and made a part of the minutes of Hood County Juvenile Board on this 21st day of August,

2013 with the following exceptions: NONE.

(list, if any)

CERTIFIED BY CHIEF ADMINISTRATIVE OFFICER



Beth Pate, LBSW

DATE 08/19/2013

CHECK REGISTER FROM: 249037 ALL CHECKS BANK ACCOUNT: ALL

TO: 249053

PAGE 1

BATCH CODE

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	DATE	PO NO	AMOUNT	CHK#	CHK#
GARY HIVELEY	2013 010-570-407	PSYCHOLOGICAL SERVICES	JUV/J.F. IND. SESSI	08/21/2013	130151	220.00		PO
	2013 010-570-407	PSYCHOLOGICAL SERVICES	JUV/B.C. IND. SESSI	08/21/2013	130151	165.00		PO
	2013 010-570-407	PSYCHOLOGICAL SERVICES	JUV/K.B. IND. SESSI	08/21/2013	130151	220.00		PO
	2013 010-570-407	PSYCHOLOGICAL SERVICES	JUV/B.H. IND. SESSI	08/21/2013	130151	220.00		PO
						852.50		CHK# 249037
GRAYSON COUNTY DEPARTMENT	2013 056-410-404	SECURE PLACEMENT	JUV/A.S. JUL PLACEM	08/21/2013	130148	3,038.00		PO
								CHK# 249038
JP MORGAN CHASE BANK, NA	2013 010-570-425	TRANSPORT TRAVEL	JUV/D. SMITH EXPENS	08/21/2013	130263	8.85		PO
	2013 010-570-425	TRANSPORT TRAVEL	JUV/A. BALDWIN EXPEN	08/21/2013	130263	17.33		PO
						26.18		CHK# 249039
LENA POPE HOME, INC.	2013 010-570-407	PSYCHOLOGICAL SERVICES	JUV/J.B. JUL IND. S	08/21/2013	130227	255.00		PO
						255.00		CHK# 249040
PARRELL, RYAN, PH.D., LPC,	2013 010-570-407	PSYCHOLOGICAL SERVICES	JUV/B.A. PSY EVALUA	08/21/2013	130153	400.00		PO
						400.00		CHK# 249041
PEGASUS SCHOOLS INC	2013 052-452-411	"C" COMMITMT RDCTN EXPENS	JUV/T.M.C. JUL PLAC	08/21/2013	130150	829.50		PO
	2013 056-410-404	SECURE PLACEMENT	JUV/T.M.C. JUL PLAC	08/21/2013	130150	3,456.25		PO
						4,285.75		CHK# 249042
REDWOOD TOXICOLOGY LABORAT	2013 010-570-485	DRUG TESTING	JUV/JULY DRUG TESTI	08/21/2013	130247	219.45		PO
						219.45		CHK# 249043
SENTINEL OFFENDER SERVICES	2013 010-570-486	ELECTRONIC MONITORING	JUV/H.C. JUL ELEC M	08/21/2013	130204	88.35		PO
						88.35		CHK# 249044
SPARKLETTIS - DS WATERS OF	2013 010-570-330	SUPPLIES	JUV/JUL COOLER RENT	08/21/2013	130155	2.00		PO
	2013 010-570-330	SUPPLIES	JUV/WATER	08/21/2013	130155	6.50		PO
						8.50		CHK# 249045
STAPLES ADVANTAGE	2013 010-570-330	SUPPLIES	JUV/OFFICE SUPPLIES	08/21/2013	130220	70.08		PO
						70.08		CHK# 249046
U.S. BANK NATIONAL ASSOCIA	2013 010-570-331	FUEL & OIL	JUV/FUEL	08/21/2013	130156	227.20		PO
						227.20		CHK# 249047
VICTORIA REGIONAL JUVENILIA	2013 056-410-404	SECURE PLACEMENT	JUV/L.P. JUL PLACEM	08/21/2013	130176	1,470.00		PO
						1,470.00		CHK# 249048

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	DATE	PO NO	AMOUNT	BATCH CODE
WAL-MART COMMUNITY BRC	2013 010-570-330	SUPPLIES	JUV/FIRST AID KIT	08/21/2013	130261	9.97	PO CHK# 249049

WOOD & ASSOCIATES POLYGRAP	2013 010-570-407	PSYCHOLOGICAL SERVICES	JUV/S.S. POLYGRAPH	08/21/2013	130152	200.00	PO PO
	2013 010-570-407	PSYCHOLOGICAL SERVICES	JUV/K.M. POLYGRAPH	08/21/2013	130152	200.00	PO CHK# 249050

WOODWARD YOUTH CORP.	2013 052-452-411	"C" COMMITMNT RDCTN EXPENS	JUV/K.L. PLACEMENT	08/21/2013	130149	4,278.00	PO CHK# 249051
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XEROX CORPORATION	2013 010-570-329	COPIER LEASE	JUV/JUL COPY MACHIN	08/21/2013	130154	325.39	PO CHK# 249052
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4M GRANBURY YOUTH SERVICES	2013 010-570-403	JUVENILE DETENTION	JUV/DETENTION	08/21/2013	130123	467.00	PO
	2013 056-410-403	JUVENILE DETENTION	JUV/DETENTION	08/21/2013	130123	4,393.00	PO
	2013 010-570-405	MEDICAL SERVICE	JUV/E.C. DR VISIT	08/21/2013	130123	36.89	PO
	2013 010-570-405	MEDICAL SERVICE	JUV/L.P. TB TEST	08/21/2013	130123	40.00	PO
	2013 010-570-405	MEDICAL SERVICE	JUV/L.P. DR VISIT	08/21/2013	130123	60.33	PO

TOTAL CHECKS WRITTEN 20,951.59
 TOTAL VOID CHECKS 0.00
 TOTAL CHECK AMOUNT 20,951.59

**HOOD COUNTY JUVENILE BOARD
JUVENILE PROBATION PAYROLL**

Payroll from 07/29/13 through 08/11/13

Paid on August 16, 2013

Total Payroll - Fund 56	\$	<u>8,624.37</u>
Total Employees Paid		5

Motion Made by Board Member

Chris Wally J.

To ratify Payroll as presented.

Seconded by Board Member

Arnold Beckham

All voted AYE, motion carried.

Approved this 21st day of August 2013

Juvenile Probation Director

Beth Patry, BSW

Treasurer

Kathy Davis

Auditor

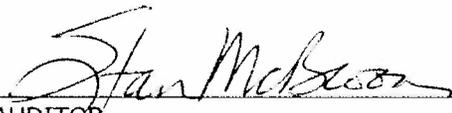
Stan McBrown

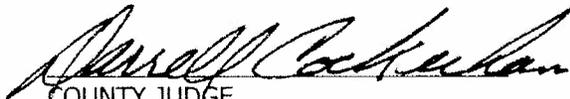


HOOD COUNTY PERSONNEL AND RISK MANAGEMENT

THE ATTACHED PERSONNEL CHANGES HAVE BEEN APPROVED BY THE JUVENILE BOARD ON
AUGUST 21, 2013


PERSONNEL DIRECTOR


AUDITOR


COUNTY JUDGE


DISTRICT JUDGE


JUVENILE PROBATION DIRECTOR

COUNTY COURT AT LAW JUDGE

FUND 010			
EXPENSE			
ACCOUNT NO	ACCOUNT NAME	2013 BUDGET	2014 BUDGET
010 - 570 - 102	STAFF SERVICES TRANSFER	0.00	0.00
010 - 570 - 112	JUVE BOARD FEES	22,500.00	22,500.00
010 - 570 - 201	FICA/MED TRANSFER OUT	0.00	1,722.00
010 - 570 - 203	BENEFITS TRANSFER OUT	0.00	1,148.00
010 - 570 - 204	WORKERS' COMP INSURANCE	2,750.00	2,750.00
010 - 570 - 207	UNEMPLOYMENT	1,000.00	1,000.00
010 - 570 - 329	COPIER LEASE	4,130.00	4,130.00
010 - 570 - 330	SUPPLIES	3,500.00	3,500.00
010 - 570 - 331	FUEL & OIL	2,500.00	2,500.00
010 - 570 - 350	VEHICLE MAINTENANCE	1,750.00	2,750.00
010 - 570 - 400	ATTORNEY FEES	24,000.00	24,000.00
010 - 570 - 401	ACCTNG, BUDGETING, DATA SYST	1,800.00	1,800.00
010 - 570 - 402	CONTRACT INTERPRETER	1,250.00	1,250.00
010 - 570 - 403	JUVENILE DETENTION	94,000.00	94,000.00
010 - 570 - 405	MEDICAL SERVICE	11,000.00	8,130.00
010 - 570 - 407	PSYCHOLOGICAL SERVICES	33,000.00	33,000.00
010 - 570 - 408	CONTRACT SERVICES-AUDIT	3,000.00	3,000.00
010 - 570 - 415	EDUCATION, TRAVEL & TRAINING	6,000.00	5,000.00
010 - 570 - 416	CLOTHING - CLIENT	500.00	450.00
010 - 570 - 420	TELECOMMUNICATIONS	500.00	550.00
010 - 570 - 425	TRANSPORT TRAVEL	4,500.00	4,500.00
010 - 570 - 440	UTILITIES	4,400.00	4,400.00
010 - 570 - 479	RENT	0.00	0.00
010 - 570 - 480	DUES, SUBSCRIPTIONS & PUBS.	200.00	200.00
010 - 570 - 484	MTC CLERK	0.00	0.00
010 - 570 - 485	DRUG TESTING	4,500.00	4,500.00
010 - 570 - 486	ELECTRONIC MONITORING	2,000.00	2,000.00
010 - 570 - 487	FOSTER CARE NON-SECURE	56,400.00	56,400.00
010 - 570 - 488	POST ADJUDICATION-SECURE	85,000.00	85,000.00
010 - 570 - 489	OTHER FEES, COSTS, SMALL ITE	0.00	0.00
010 - 570 - 495	INSURANCE	400.00	400.00
010 - 570 - 570	SMALL EQUIPMENT & FURNITURE	0.00	0.00
010 - 570 - 589	CAPITAL OUTLAY	0.00	0.00
FUND TOTAL		370,580.00	370,580.00

JUVENILE PROBATION - FISCAL YEAR 2014 BUDGETS

FUND 052			
REVENUE			
ACCOUNT NO	ACCOUNT NAME	2013 BUDGET	2014 BUDGET
052 - 333 - 365	REALLOCATION REIMB FUND	0.00	
052 - 333 - 366	"C" COMMITMENT REDUCTION GRANT	26,720.00	26,720.00
052 - 333 - 367	"N" MENTAL HEALTH GRANT	0.00	33,724.00
052 - 333 - 368	"X" REGIONAL GRANT	0.00	
052 - 333 - 369	EMERGENCY FUNDING	0.00	
052 - 333 - 370	STATE REVENUE	0.00	
052 - 359 - 052	INTEREST	0.00	
052 - 370 - 370	MISCELLANEOUS REVENUE	0.00	
052 - 370 - 389	TRFR FRM PRIOR FD BAL EQT	0.00	
052 - 390 - 056	TRANSFER FROM JUV CCAF/56	0.00	
052 - 399 - 990	ACTUAL REVENUE	0.00	
FUND TOTAL		26,720.00	60,444.00

FUND 052			
EXPENSE			
ACCOUNT NO	ACCOUNT NAME	2013 BUDGET	2014 BUDGET
052 - 452 - 102	JUVE PROB OFFICERS	0.00	0.00
052 - 452 - 201	FICA/MEDICARE MATCH	0.00	0.00
052 - 452 - 202	HEALTH INSURANCE	0.00	0.00
052 - 452 - 203	RETIREMENT	0.00	0.00
052 - 452 - 330	SUPPLIES	0.00	0.00
052 - 452 - 403	JUVENILE DETENTION	0.00	0.00
052 - 452 - 404	SECURE PLACEMENT	0.00	0.00
052 - 452 - 405	MEDICAL SERVICE	0.00	0.00
052 - 452 - 406	PSYCHOLOGICAL SERVICES	0.00	0.00
052 - 452 - 409	"X" REGIONAL GRANT NON-RESI	0.00	0.00
052 - 425 - 410	"N" MENTAL HEALTH SERVICES	0.00	33,724.00
052 - 452 - 411	"C" COMMITMNT RDCTN EXPENSE	26,720.00	26,720.00
052 - 452 - 416	CLOTHING - CLIENT	0.00	0.00
052 - 800 - 010	TRANSFER TO GENERAL FUND/10	0.00	0.00
052 - 800 - 053	TRANSFER TO JUV TITLE IV-E/	0.00	0.00
052 - 800 - 056	TRANSFER TO JUV OPERATIONS/	0.00	0.00
052 - 999 - 990	ACTUAL EXPENDITURES	0.00	0.00
FUND TOTAL		26,720.00	60,444.00

FUND 053			
REVENUE			
ACCOUNT NO	ACCOUNT NAME	2013 BUDGET	2014 BUDGET
053 - 333 - 370	STATE REVENUE	0.00	
053 - 359 - 053	INTEREST	0.00	
053 - 370 - 389	TRFR FRM PRIOR FD BAL EQT	4,436.93	4,442.31
053 - 390 - 052	TRANSFER FROM JUV CCAF/52	0.00	
053 - 399 - 990	ACTUAL REVENUE	0.00	
FUND TOTAL		4,436.93	4,442.31

FUND 053			
EXPENSE			
ACCOUNT NO	ACCOUNT NAME	2013 BUDGET	2014 BUDGET
053 - 458 - 102	STAFF SERVICES TRANSFER	0.00	0.00
053 - 458 - 330	SUPPLIES	0.00	0.00
053 - 458 - 405	MEDICAL SERVICE	0.00	0.00
053 - 458 - 406	COUNSELING	0.00	0.00
053 - 458 - 408	ELECTRONIC MONITORING	0.00	0.00
053 - 458 - 416	CLOTHING - CLIENT	0.00	0.00
053 - 458 - 487	FOSTER CARE	4,436.00	4,442.31
053 - 458 - 488	ENHANCED/FOSTER CLAIMS	0.00	0.00
053 - 458 - 489	OTHER FEES, COSTS, SMALL IT	0.00	0.00
053 - 458 - 570	SMALL EQUIPMENT & FURNITURE	0.00	0.00
053 - 999 - 990	ACTUAL EXPENDITURES	0.00	0.00
FUND TOTAL		4,436.00	4,442.31

FUND 056			
REVENUE			
ACCOUNT NO	ACCOUNT NAME	2013 BUDGET	2014 BUDGET
056 - 333 - 370	STATE REVENUE	332,054.00	315,174.00
056 - 359 - 056	INTEREST	0.00	
056 - 370 - 052	TRANSFER FROM JUV CCAF/52	0.00	
056 - 370 - 389	TRFR FRM PRIOR FD BAL EQT	0.00	
056 - 399 - 990	ACTUAL REVENUE	0.00	
FUND TOTAL		332,054.00	315,174.00

FUND 056			
EXPENSE			
ACCOUNT NO	ACCOUNT NAME	2013 BUDGET	2014 BUDGET
056 - 410 - 102	JUVE PROB OFFICERS*	229,401.00	252,044.00
056 - 410 - 104	OFFICE MANAGER	59,500.00	63,130.00
056 - 410 - 189	SALARY TRANSFER FROM FUND 052	0.00	0.00
056 - 410 - 190	TITLE IV E	0.00	0.00
056 - 410 - 200	SALARY TRANSFER FROM FUND 10	0.00	0.00
056 - 410 - 201	BENEFITS-TRANSFER IN FROM 10	0.00	0.00
056 - 410 - 202	HEALTH INS-TRNSF IN FROM 10	0.00	0.00
056 - 410 - 203	RETIREMENT	0.00	0.00
056 - 410 - 403	JUVENILE DETENTION	10,783.00	0.00
056 - 410 - 404	SECURE PLACEMENT	32,370.00	0.00
056 - 410 - 408	CONTRACT SERVICES	0.00	0.00
056 - 410 - 487	FOSTER CARE	0.00	0.00
056 - 410 - 589	CAPITAL OUTLAY	0.00	0.00
056 - 800 - 052	TRANSFER TO JUV CCAF/52	0.00	0.00
056 - 999 - 990	ACTUAL EXPENDITURES	0.00	0.00
FUND TOTAL		332,054.00	315,174.00

* INCLUDES OPEN POSITION (8 WEEKS) AND POSSIBLE UNEMPLOYMENT: \$19,372.00
 PAYROLL BUDGET FOR JUVENILE PROBATION OFFICERS: \$232,672.00

JUVENILE SALARY & BENEFITS PROJECTIONS FOR FISCAL YEAR 2014

EMPLOYEE	SALARY	LONGEVITY	CELL PHONE	GROSS	FICA / MEDICARE	RET	BI-WEEKLY	SALARY & BENEFITS FOR 056-410	HEALTH/LIFE INS	TOTAL PER EMPLOYEE
SMITH, DEANA	1333.46	0.00	6.92	1,340.38	102.54	100.53	1,543.45	40,129.70	9,911.00	50,040.70
SANDERS, LASHAE	1333.46	0.00	6.92	1,340.38	102.54	100.53	1,543.45	40,129.70	9,911.00	50,040.70
PARKER, TERRIE	1731.41	1,200.00	0.00	1,731.41	135.98	133.31	2,000.70	53,218.20	9,911.00	63,129.20
BALLEW, ANNA-BELLE	1381.94	0.00	6.92	1,388.86	106.24	104.16	1,599.26	41,580.76	9,911.00	51,491.76
PATE, BETH	2343.65	720.00	6.92	2,350.57	181.92	177.84	2,710.33	71,188.58	9,911.00	81,099.58
OPEN POSITION (8 WEEKS)	1,245.00	0.00	6.92	1,251.92	95.77	93.89	1,441.58	11,532.64	0.00	11,532.64
UNEMPLOYMENT COMP										7,839.42
TOTAL										315,174.00

FY 2014 BUDGET 315,174.00

280,147.00

PROJECTED FY 2013 SALARY & BENEFIT FOR JUVENILE PROBATION

**CONTRACT AND AGREEMENT FOR SECURE, RESIDENTIAL, POST-ADJUDICATION TREATMENT SERVICES
FOR ADJUDICATED JUVENILE OFFENDERS - SPACE AVAILABLE**

This Agreement is entered into by and between HOOD County Juvenile Probation Department ("Contracting County") and G4S Youth Services, LLC, ("Service Provider") a Florida for-profit corporation, certified by the Brown County Juvenile Board under §51.125(a)(2), TEX FA. CODE, registered with the Texas Juvenile Justice Department, and in compliance with all applicable standards under Title 37 Texas Administrative Code, to provide child care services.

ARTICLE I
PURPOSE

- 1.01 The purpose of this Residential Services Agreement is to provide Contracting County with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement Facility to be utilized is leased and operated by Service Provider, and is located at 800 FM 3254, Brownwood, Texas 76001. The business office of Service Provider is 800 FM 3254, Brownwood, Texas 76001.

ARTICLE II
TERM

- 2.01 The term of this agreement is for 12 months, commencing August 1, 2013 and ending August 31, 2013.

ARTICLE III
SERVICES

- 3.01 Service Provider will provide the following level of care services:

Specialized mental health and substance abuse treatment services. Specialized level of care consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning.

- 3.02 Service Provider will also provide/perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, hair cuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Contracting County.
- B. Ensure that the child's parent(s) or legal guardian(s) and Contracting County are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately, if during working hours. After normal working hours, every effort will be made to notify Contracting County and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- C. Provide to the Contracting County Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress towards goals in the Plan. The Individualized Treatment/Case Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s),

- guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.
- D. Initiate and document meetings to review the Individualized Treatment/Case Plan with the child and the assigned Residential Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home.
 - E. Maintain copies of the original Individualized Treatment/Case Plan and the periodic reviews.
 - F. Provide the Contracting County Department with a written report of the child's progress at reasonable intervals, not to exceed ninety (90) days, or on a more frequent basis, as follows:
-
- G. Document and maintain records pertaining to the number and type of investigations made by the Department of Family and Protective Services, the Department of Juvenile Justice, any law enforcement agency, or any other investigative agency. Such records shall be immediately made available to the Contracting County upon request.
 - H. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as other pre-approved expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Contracting County; however, in no case shall a child be denied any needed medical/psychiatric treatment due to the inability to pay.
 - I. Provide and document off-campus visits or furloughs upon request; however, the costs associated with off-campus visits or furloughs will be paid by the parent, guardian, or Contracting County.
 - J. In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for residential services, Service Provider shall notify the school district in which the facility is located not later than the third day after the date a child is placed in the facility.

ARTICLE IV
COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Contracting County agrees to pay the Service Provider the sum of \$140.00 or \$185.00 per day for each child, i.e., the daily rate, admitted under this Agreement. [NOTE: It is understood that the daily rate depends on the degree of specialized services mutually agreed to.] The daily rate shall be paid to the Service Provider for each day a child is in residential placement pursuant to billing and paying procedures agreed upon by Service Provider and Contracting County. Payment is due within 30 days of receipt of billing.
- 4.02 Psychiatric services will be provided to the child on an as needed basis. The Contracting County shall provide a written psychological or psychiatric evaluation. If the battery of tests included in the evaluation is older than six (6) months prior to admission, a clinical interview performed within six (6) months prior to admission shall be submitted with an updated diagnosis and prognosis.
- 4.03 Service Provider will submit an invoice for payment of services to the Contracting County on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Contracting County in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Contracting County in a timely manner.
- 4.04 Contracting County shall be responsible for all of the juvenile's medical expenses, including prescription medication. Contracting County may make arrangements directly with vendors for the provision of, and

- payment for, routine medical expenses, including without limitation, hospitalization and dental, for Post-Adjudication program juveniles, or can authorize in writing Service Provider to do so on behalf of Contracting County at Contracting County's expense.
- 4.05 If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of the Contracting County. The Administrator shall notify Contracting County of Outside Treatment within twenty-four (24) hours of its occurrence.
- 4.06 If during the course of residential treatment, the Contracting County determines that a part of the youth's treatment program should include time away from the residential setting of the Service Provider, such as weekends and holidays, prior to the completion of the youth's treatment and return home, and wishes that the youth return to the residential setting after a period away from the residential setting, the Contracting County shall request the Service Provider to retain space for the youth until his return. To this end, the Contracting County agrees to pay Service Provider the full amount due for such regularly scheduled days away from the residential setting or its program, provided they do not exceed ten (10) days per client and that prior approval has been obtained by the Contracting County. Furloughs will not be authorized for the first ninety (90) days of placement, or until the completion of the first Individualized Program Plan Review, whichever comes first, except in only highly unusual situations.
- 4.07 The Service Provider is under no obligation to retain space for the juvenile in an unauthorized departure situation; however, in no event shall the Contracting County pay for the days when the juvenile was absent without authorization, but no space in the program was retained for such absent client(s) by the Service Provider. The County must be informed in writing if and for how long the Service Provider intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Provider intends to retain the space.
- 4.08 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Contracting County under this contract. Service Provider shall account separately for state funds received and expended utilizing Generally Accepted Accounting Practices (GAAP). Upon request Service Provider will provide Contracting County with a copy of its most recent financial audit.
- 4.09 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 4.10 In the event that State Reimbursement Rates are increased during the duration of the terms of this contract, the new rates will become effective reflecting those of the increase.
- 4.11 Service Provider agrees to make claims for payment or direct any payment disputes to Contracting County's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 4.12 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE V
ADDITIONAL TERMS & AGREEMENTS

- 5.01 Prior to transporting a child to the Facility for placement, the official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officers of Contracting County may be denied, if space limitations require, as determined by the Facility. Service Provider will make every reasonable effort to place the child expeditiously.
- 5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order from the Juvenile Court of Contracting County. Service Provider is under no obligation to accept a client who is deemed inappropriate for placement in the program.
- 5.03 Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- 5.04 If a child is accepted by the Facility from Contracting County and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable, or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the representative of the Contracting County of this determination. The child shall be removed immediately from the Facility. It will be the responsibility of Contracting County to provide for the transportation for the removal of the child.
- 5.05 Service Provider agrees that the Facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- 5.06 Except as provided in Section 5.04, it is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Administrator of the Facility receives either a written authorization from the Contracting County that placed the child, or and Order of Release signed by the Judge of the Juvenile Court of the Contracting County.
- 5.07 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Contracting County, its agents, servants, or employees in any way to manage control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility.
- 5.08 Contracting County reserves the right to terminate the client's placement with Service Provider at its discretion. Service Provider must not release a client to any person or agency other than Contracting County without the express consent of an authorized agent of Contracting County.

ARTICLE VI
EXAMINATION OF PROGRAM & RECORDS

- 6.01 Service Provider agrees that it will permit Contracting County to examine and evaluate its program of services provided under the terms of this agreement periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interviews and the administration of questionnaires to the staff of Service Provider and the children, when deemed necessary.
- 6.02 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Contracting County any and all books, documents or other evidence pertaining to the direct costs and expenses of this Agreement.
- 6.03 Service Provider will keep a record of all services provided to Contracting County under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents

regarding services furnished as may be requested by Contracting County. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.

- 6.04 Contractor understands that acceptance of funds under this contract 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 subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children placed by Contracting County, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.
- 7.02 Service Provider and Contracting County agree to abide by Title 37, Part 11, Chapter 380, Subchapter G, Division 1, Rule §380.9909, relating to Access to Youth Information and Records.

ARTICLE VIII
DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Contracting County) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency;
 - B. Texas Juvenile Justice Department by submitting a TJD Incident Report Form to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and,
 - C. Contracting County.

ARTICLE IX
DISCLOSURE OF INFORMATION

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Contracting County, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Contracting County:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
 - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
 - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
 - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and,
 - F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this

Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X
EQUAL OPPORTUNITY

10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Provider agrees it:

(a) Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.

(b) Will, in all solicitations or advertisement for employees placed by or on behalf of the Service Provider, state that all qualified applicants for positions in the Facility, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) Shall abide by all applicable federal, state and local laws and regulations, including the Prison Rape Elimination Act of 2003, 42 U.S.C. 15601 et seq.

10.02 Service Provider agrees that it will not engage in any religious indoctrination or require any of the children placed with the Service Provider under this Agreement to participate in any religious activity. Service Provider further agrees that it will not impose any sanctions or deny any benefits to any children placed with the Service Provider under this Agreement solely on account of the child's religious beliefs or because the child does not participate in religious activities. Service Provider further agrees that it will not engage in any activity with respect to the children placed with the Service Provider under this Agreement that would constitute an establishment of religion or in any manner violate the rights of the children to religious freedom under the First Amendment of the United States Constitution.

ARTICLE XI
OFFICIALS NOT TO BENEFIT

11.01 No officer, employee or agent of Contracting County and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XII
DEFAULT. SANCTIONS. PENALTIES FOR BREACH OF CONTRACT

12.01 Contracting County may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation

before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually receive.

F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.

G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.

H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.

I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.

J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

ARTICLE XIII TERMINATION

13.01 The term of this Contract shall be for a period of twelve months from the effective date; however, if either party feels in its judgment that the contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice of Termination. At 12:00 o'clock Midnight, thirty (30) calendar days after the date of the Notice of Termination, this contract shall terminate, become null and void, and be of no further force or effect. Such termination shall not affect or diminish Contracting County's responsibility for payment of any amounts due and owing at the time of termination of the contract. Contracting County shall remove at its expense all children placed in the Facility on or before the termination date.

13.02 Service Provider shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

ARTICLE XIV WAIVER OF SUBROGATION

14.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Contracting County. Service Provider also waives any rights it may have to indemnification from Contracting County.

ARTICLE XV INDEMNIFICATION

15.01.1 It is further agreed that Service Provider will indemnify and hold harmless Contracting County against any and all negligence, liability, loss, costs, claims or expenses arising out of wrongful and negligent act(s) of commission or omission by Service Provider, its agents, servants or employees arising from activities under this contract. Service Provider shall have no obligation to indemnify and hold harmless Contracting County for any act(s) of commission or omission of the County or the County's agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

ARTICLE XVI
SOVEREIGN IMMUNITY

16.01 This Agreement is expressly made subject to Contracting County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Contracting County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVII
REPRESENTATIONS & WARRANTIES

17.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Contracting County or any political subdivision thereof; and,
- C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Contracting County upon request. Furthermore, the Contracting County shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Contracting County.
- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XVIII
TEXAS LAW TO APPLY

18.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE XIX
VENUE

19.01 Exclusive venue for any litigation arising from this Agreement shall be in Brown County, (Brownwood) Texas.

ARTICLE XX
LEGAL CONSTRUCTION

20.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXI
PRIOR AGREEMENTS SUPERSEDED

21.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Contracting County for the children placed in the Facility by the Judge of Contracting County having juvenile jurisdiction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL IN WITNESS WHEREOF, we hereunto affix our signature this 21 day of August, 2013

Contracting County
Probation Department
[Signature]
Chief Contracting County Officer

G4S Youth Services, LLC
[Signature]
Regional Director President

Contracting County
[Signature]
Authorized Personnel

CONTRACT AND AGREEMENT FOR SECURE SHORT-TERM
DETENTION OF JUVENILE OFFENDERS
SPACE AVAILABLE

STATE OF TEXAS §

COUNTIES OF HOOD §

§

4M GRANBURY YOUTH SERVICES, INC
dba GRANBURY REGIONAL JUVENILE JUSTICE CENTER
Detention Services
Commencing on: September 1, 2013 & Ending on: August 31, 2014

This Agreement is entered into by and between Hood County, at the request of and on behalf of the Hood County Juvenile Probation Department and 4M Granbury Youth Services, Inc., dba Granbury Regional Juvenile Justice Center, a Texas for-profit corporation, licensed to provide child care services by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over this facility ("Service Provider").

ARTICLE I
PURPOSE

- 1.01 Whereas Hood County, in order to carry out and conduct its juvenile program in Accordance with the Juvenile Justice Code, Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court. The placement facility to be utilized is owned and operated by Service Provider, and is located at 1300 Crossland, Granbury, Texas 76048. The business office of Service Provider is 696 N. FM 487, Rockdale, Texas 76567.

ARTICLE II
TERM

- 2.01 The term of this agreement is for 12 months, commencing September 1, 2013 and ending August 31, 2014. This Contract shall automatically renew and extend for an additional one year period on the first day of September of each succeeding year unless CONTRACTOR gives written notice to SERVICE PROVIDER not less than 30 days prior to the first day of September of such succeeding anniversary. This renewal and extension is subject to the availability of funds for the contract year, to the allocation of funds to meet the terms of this contract, and subject to the approval of the Hood County Juvenile Board. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates sums set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract.

ARTICLE III
PROVISIONS OF SERVICES

- 3.01 A. Service Provider will provide: room and board, supervision twenty-four hours per day, seven days a week; routine medical examination and treatment within the Facility (but shall not provide or pay for emergency examination, treatment, or hospitalization outside the Facility); an approved education program; recreation facilities; and counseling to each child placed within the Facility.
- B. If emergency examination, EMS treatment, health care treatment and/or hospitalization outside the Facility (“Outside Treatment”) is required for a child placed in the Facility, the Administrator of the facility is authorized to secure the Outside Treatment at the expense of the **Hood County** agrees to indemnify and hold harmless Service Provider, its officers, directors, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate Treatment. The Administrator shall notify the appropriate **Hood County Juvenile Services** officials of Outside Treatment within twenty-four (24) hours of its occurrence.
- C. Children from **Hood County** who are alleged to have engaged in delinquent conduct, indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any Juvenile Court having jurisdiction or its designated official. Children not released with forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the appropriate Juvenile Court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention Facility prior to the child’s re-admission.
- D. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- E. If a child is accepted by the Facility from **Hood County** and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the Probation Department of **Hood County** of this determination. The child shall immediately be removed from the Facility. It will be the responsibility of **Hood County** to provide for the transportation for the removal of the child.
- F. Service Provider agrees that the facility will accept any child who qualifies, without regard to such child’s religion, race, creed, sex or national origin.
- G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from **Hood County**, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the Court Order issued at the conclusion of the initial detention hearing by the Judge of the appropriate Juvenile Court unless a new Order has been issued authorizing the continued detention, and a copy of the new Order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the Order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court

orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.

- H. It is further understood and agreed by the parties that should a child in pre-adjudication care not be removed as described above in paragraph (G), by 12:00 o'clock noon of the tenth (10) working day of an initial detention period, fifteenth working day if it is not, and a new Order authorizing continued detention has not been received at the Facility, an employee of Service Provider shall deliver the child to the Juvenile Court of the placing Hood County for which there will be an additional charge of .54(fifty-four) cents per mile.
- I. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of Hood County pursuant to: (a) paragraph E of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of the placing Hood County.
- J. Service Provider shall be in compliance with all Standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.
- K. Service Provider shall provide twenty (24) hour supervision for the client, including awake staff during sleeping hours in a Secure Facility.
- L. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to the Juvenile Probation Officer of the detaining Counties.
- M. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.
- N. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit the placing Hood County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Hood County shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

ARTICLE IV COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$95 per day for each child. The daily rate shall be paid to the Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility.
- 4.02 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal

Officer on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

- 4.03 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
 2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 4.04 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 4.05 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 4.06 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 4.07 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE V
ADDITIONAL TERMS & AGREEMENTS

- 5.01 Prior to transporting a child to the Facility for placement in Secure Short-Term Detention, the official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officer's of Juvenile Probation may be denied if space limitations require as determined by the Facility.
- 5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order/ Authorization from the Juvenile Court of **Hood County**.

- 5.03 It is understood and agreed that any youth placed in the facility, by the contracted County, shall be responsible for any damages caused by their youth. The Service Provider shall notify the placing agency of such damages and provide estimates/invoices as soon as they are available. Total cost of damages shall be placed on the normal monthly billing statement, when all cost of repairs have been received.

ARTICLE VI
EXAMINATION OF PROGRAM & RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- 6.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 6.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.
- 6.05 "Contractor understands that acceptance of funds under this contract 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 subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."

ARTICLE VII
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII
DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not

limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

- A. Local law enforcement agency (such as the Hood County Sheriff's Office);
- B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
- C. Hood County Juvenile Probation Department.

ARTICLE IX
DISCLOSURE OF INFORMATION

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
 - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
 - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
 - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
 - F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X
EQUAL OPPORTUNITY

- 10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Provider agrees it:

- (a) Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.
- (b) Will, in all solicitations or advertisement for employees placed by or on behalf of the Service Provider, state that all qualified applicants for positions in the Facility, will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) Shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XI
OFFICIALS NOT TO BENEFIT

- 11.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XII
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

- 12.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
 - C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
 - D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.
 - E. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered

U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notice required in this Agreement shall be deemed to have been received when actually receive.

4M Granbury Youth Services, Inc.
1300 Crossland Road
Granbury, Texas 76048

Hood County
P.O. Box 2081
Granbury, Texas 76048

- F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.
- H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.
- J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

ARTICLE XIII
TERMINATION

- 13.01 The initial term of this Contract shall be for a period of **twelve months** from the effective date with the option of an automatic twelve month renewal: however, if either party feels in its judgment that the contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice of Termination. At 12:00 o'clock Midnight, thirty (30) calendar days after the date of the Notice of Termination, this contract shall terminate, become null and void, and be of no further force or effect. Such termination shall not affect or diminish **Hood County's** responsibility for payment of any amounts due and owing at the time of termination of the contract. **Hood County** shall remove at its expense all children placed in the Facility on or before the termination date.

ARTICLE XIV
INDEMNIFICATION

- 14.01 It is further agreed that Service Provider will indemnify and hold harmless **Hood County**, against any and all negligence, liability, loss, cost, claims or expenses arising out of Wrongful and negligent act(s) of commission or omission by Service Provider, its agents, servants or employees arising from activities under this contract. Service Provider shall

have no obligation to indemnify and hold harmless Hood County for any act(s) of commission or omission of the County or the County's agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

ARTICLE XV
REPRESENTATIONS & WARRANTIES

15.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, **Hood County** or any political subdivision thereof;
- C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Juvenile Probation.
- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XVI
TEXAS LAW TO APPLY

16.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Hood County, Texas**.

ARTICLE XVII
VENUE

17.01 Exclusive venue for any litigation arising from this Agreement shall be in **Hood County, Texas**.

ARTICLE XVIII
LEGAL CONSTRUCTION

18.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XIX
PRIOR AGREEMENTS SUPERSEDED

- 19.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXIII
PRISON RAPE ELIMINATION ACT

- 20.01 Service Provider shall comply with all federal, state, county and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.
- 20.02 Under PREA, Service Provider shall make available to the Chief Juvenile Probation Officer all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA 115.387 (e) and (f)].
- 20.03 All Contracted Counties shall ensure that their Department employees and/or employees of other agencies that Contracted County sends to the service providers' location (facility), have completed PREA training.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by **Hood County** for the children placed in the Facility by the Judge of **Hood County** having juvenile jurisdiction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signature this 21st day of August, 2013

Hood County

4M Granbury Youth Services, Inc.



Chief Juvenile Probation Officer



Angela B. Lowe
Facility Administrator

Hood County



Authorized Personnel

**CONTRACT AND AGREEMENT FOR SECURE LONG-TERM
RESIDENTIAL SERVICE OF JUVENILE OFFENDERS
SPACE AVAILABLE**

STATE OF TEXAS §
COUNTY OF HOOD §
§

4M GRANBURY YOUTH SERVICES, INC
dba GRANBURY REGIONAL JUVENILE JUSTICE CENTER
Residential Services
Commencing on: September 1, 2013 & Ending on: August 31, 2014

This Agreement is entered into by and between Hood County, at the request of and on behalf of the Andrew County Juvenile Probation Department and 4M Granbury Youth Services, Inc., dba Granbury Regional Juvenile Justice Center, a Texas for-profit corporation, licensed to provide child care services by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over this facility ("Service Provider").

ARTICLE I
PURPOSE

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement facility to be utilized is owned and operated by Service Provider, and is located at 1300 Crossland, Granbury, Texas 76048. The business office of Service Provider is 696 N. FM 487, Rockdale, Texas 76567.

ARTICLE II
TERM

- 2.01 The term of this agreement is for 12 months, commencing September 1, 2013 and ending August 31, 2014. This Contract shall automatically renew and extend for an additional one year period on the first day of September of each succeeding year unless CONTRACTOR gives written notice to SERVICE PROVIDER not less than 30 days prior to the first day of September of such succeeding anniversary. This renewal and extension is subject to the availability of funds for the contract year, to the allocation of funds to meet the terms of this contract, and subject to the approval of the Hood County Juvenile Board. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates sums set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract.

ARTICLE III
SERVICES

3.01 Service Provider will provide the following level of care services:

- A. Basic
- B. Specialized

The two level of care services delivery criteria as well as the required description of the characteristics of children will be in accordance with the definitions determined by the Texas Juvenile Justice Department.

3.02 Service Provider will perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, hair cuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Juvenile Probation.
- B. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.
- C. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately if during working hours. After normal working hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- D. Provide to the Juvenile Probation Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress towards goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- E. Initiate and document meetings to review the Individualized Program Plan with the child and the assigned Residential Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home. The Individualized Treatment Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.
- F. Maintain copies of the original Individualized Program Plan and the periodic reviews.
- G. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.

- H. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- I. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

ARTICLE IV
EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
 - A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
 - 1. Ensure children complete residential placement.
 - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.
 - 3. Ensure children move down in their Level of Care as they progress in the treatment program.
 - B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
 - 1. The total number of children placed in residential placement.
 - 2. The total number of children who were discharged from residential placement successfully.
 - 3. The total number of re-referrals of children discharged from placements within six (6) months after release.
 - 4. The total number of children who move down in their Level of Care.
 - 5. The average length of time before a child moves down in the Level of Care.
 - C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
 - 1. Percentage of children in residential placement who will complete their placement as a successful discharge.
 - 2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
 - 3. Percentage of children who move down in their Level of Care.
- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the

foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V
COMPENSATION

- 5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$98 per day for each child, admitted under "Moderate" Level of Care, \$140 per day for each child admitted under "Specialized" Level of Care, \$125 per day for each child admitted into the 90 day Program and \$98 per day for each child admitted into the 30 day Relapse Program. The Levels of Care are defined by the Texas Juvenile Justice Department. The daily rate shall be paid to the Service Provider for each day a child is in residential treatment pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider. The Substance Abuse, Female, and Mental Health Programs are recognized as specialized programs and are reimbursable as such. The cost is based on the facility. **Payment is due within 30 days of receipt of billing.**
- 5.02 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.03 If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of the Juvenile Probation. Juvenile Probation agrees to indemnify and hold the Service Provider, its officers, administrator, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify Juvenile Probation of Outside Treatment within twenty-four (24) hours of its occurrence.
- 5.04 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
 2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.

- 5.05 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 5.06 In the event that State Reimbursement Rates are increased during the duration of the terms of this contract, the new rates will become effective reflecting those of the increase.
- 5.07 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 5.08 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 5.09 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE VI
ADDITIONAL TERMS & AGREEMENTS

- 6.01 Prior to transporting a child to the Facility for placement, the official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officer's of Juvenile Probation may be denied if space limitations require as determined by the Facility.
- 6.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order from the Juvenile Court of **Hood County**.
- 6.03 Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- 6.04 If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable, or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the Juvenile Probation Department of **Hood County** of this determination. The child shall be removed immediately from the Facility. It will be the responsibility of Juvenile Probation to provide for the transportation for the removal of the child.
- 6.05 Service Provider, agrees that the Facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- 6.06 It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Administrator of the Facility receives a written authorization from the Juvenile Probation Department that originally detained the child.
- 6.07 It is further understood and agreed by the parties that children placed in the Facility may be

released to the Probation Officer or other appropriate authority of **Hood County** pursuant to: (a) Section 6.04 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of **Hood County**.

- 6.08 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit **Hood County**, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of **Hood County** shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.
- 6.09 Juvenile Probation reserves the right to terminate the client's placement with Service Provider at its discretion. Service Provider must not release a client to any person or agency other than Juvenile Probation without the express consent of an authorized agent of Juvenile Probation.
- 6.10 It is understood and agreed that any youth placed in the facility, by the contracted County, shall be responsible for any damages caused by their youth. The Service Provider shall notify the placing agency of such damages and provide estimates/invoices as soon as they are available. Total cost of damages shall be placed on the normal monthly billing statement, when all cost of repairs have been received.

ARTICLE VII
EXAMINATION OF PROGRAM & RECORDS

- 7.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 7.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.
- 7.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 7.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.
- 7.05 "Contractor understands that acceptance of funds under this contract 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 subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards."

ARTICLE VIII
CONFIDENTIALITY OF RECORDS

- 8.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE IX
DUTY TO REPORT

- 9.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the **Hood County Sheriff's Office**);
 - B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
 - C. **Hood County Juvenile Probation Department.**

ARTICLE X
DISCLOSURE OF INFORMATION

- 10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
 - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
 - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
 - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

- F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE XI
EQUAL OPPORTUNITY

- 11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Provider agrees it:
- (a) Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.
 - (b) Will, in all solicitations or advertisement for employees placed by or on behalf of the Service Provider, state that all qualified applicants for positions in the Facility, will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (c) Shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XII
OFFICIALS NOT TO BENEFIT

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIII
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
 - C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties

agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

- D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.
- E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually receive.

4M Granbury Youth Services, Inc.
1300 Crossland
Granbury, Texas 76048

Hood County
P.O. Box 2081
Granbury, Texas 76048

- F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.
- H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.
- J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

ARTICLE XIV TERMINATION

- 14.01 The initial term of this Contract shall be for a period of **twelve months** from the effective date with the option of an automatic twelve month renewal; however, if either party feels in its judgment that the contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice of Termination. At 12:00 o'clock Midnight, thirty (30) calendar days after the date of the Notice of Termination, this contract shall terminate, become null and void, and be of no further force or Effect. Such termination shall not affect or diminish **Hood County's** responsibility for payment of any amounts due and owing at the time of termination of the Contract. **Hood County** shall remove at its expense all children placed in the Facility on or before the termination date.

ARTICLE XV
WAIVER OF SUBROGATION

- 15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVI
INDEMNIFICATION

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless **Hood County** against any and all negligence, liability, loss, cost claims or expenses arising out of wrongful and negligent act(s) of commission or omission by Service Provider, its agents, servants or employees arising from activities under this contract. Service Provider shall have no obligation to indemnify and hold harmless **Hood County** for any act(s) of commission or omission of the Counties or the County's agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

ARTICLE XVII
SOVEREIGN IMMUNITY

- 17.01 This Agreement is expressly made subject to **Hood County** Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the **Hood County** has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVIII
REPRESENTATIONS & WARRANTIES

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
 - B. That is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, **Hood County**, or any political subdivision thereof;
 - C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Juvenile Probation.
 - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any

applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XIX
TEXAS LAW TO APPLY

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Hood County**, Texas.

ARTICLE XX
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in **Hood County**, Texas.

ARTICLE XXI
LEGAL CONSTRUCTION

- 21.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXII
PRIOR AGREEMENTS SUPERSEDED

- 22.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXIII
PRISON RAPE ELIMINATION ACT

- 23.01 Service Provider shall comply with all federal, state, county and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.
- 23.02 Under PREA, Service Provider shall make available to the Chief Juvenile Probation Officer all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA 115.387 (e) and (f)].
- 23.03 All Contracted Counties shall ensure that their Department employees and/or employees of other agencies that Contracted County sends to the service providers' location (facility), have completed PREA training.

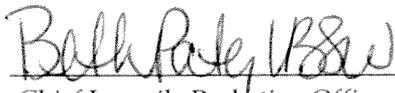
This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by **Hood County** for the children placed in the Facility by the Judge of **Hood County** having juvenile jurisdiction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signature this 21st day of August, 2013.

Hood County

4M Granbury Youth Services, Inc.



Chief Juvenile Probation Officer



Angela B. Lowe
Facility Administrator

Hood County



Authorized Personne

**CONTRACT AND AGREEMENT FOR SECURE, RESIDENTIAL, POST-ADJUDICATION TREATMENT SERVICES
FOR ADJUDICATED JUVENILE OFFENDERS - SPACE AVAILABLE**

This Agreement is entered into by and between HOOD County Juvenile Probation Department ("Contracting County") and G4S Youth Services, LLC, ("Service Provider") a Florida for-profit corporation, certified by the Brown County Juvenile Board under §51.125(a)(2), TEX. FA. CODE, registered with the Texas Juvenile Justice Department, and in compliance with all applicable standards under Title 37 Texas Administrative Code, to provide child care services.

**ARTICLE I
PURPOSE**

- 1.01 The purpose of this Residential Services Agreement is to provide Contracting County with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement Facility to be utilized is leased and operated by Service Provider, and is located at 800 FM 3254, Brownwood, Texas 76001. The business office of Service Provider is 800 FM 3254, Brownwood, Texas 76001.

**ARTICLE II
TERM**

- 2.01 The term of this agreement is for 12 months, commencing September 1, 2013 and ending August 31, 2014.

**ARTICLE III
SERVICES**

- 3.01 Service Provider will provide the following level of care services:

Specialized mental health and substance abuse treatment services. Specialized level of care consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning.

- 3.02 Service Provider will also provide/perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, hair cuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Contracting County.
- B. Ensure that the child's parent(s) or legal guardian(s) and Contracting County are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately, if during working hours. After normal working hours, every effort will be made to notify Contracting County and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- C. Provide to the Contracting County Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress towards goals in the Plan. The Individualized Treatment/Case Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s),

- guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.
- D. Initiate and document meetings to review the Individualized Treatment/Case Plan with the child and the assigned Residential Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home.
 - E. Maintain copies of the original Individualized Treatment/Case Plan and the periodic reviews.
 - F. Provide the Contracting County Department with a written report of the child's progress at reasonable intervals, not to exceed ninety (90) days, or on a more frequent basis, as follows:

 - G. Document and maintain records pertaining to the number and type of investigations made by the Department of Family and Protective Services, the Department of Juvenile Justice, any law enforcement agency, or any other investigative agency. Such records shall be immediately made available to the Contracting County upon request.
 - H. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as other pre-approved expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Contracting County; however, in no case shall a child be denied any needed medical/psychiatric treatment due to the inability to pay.
 - I. Provide and document off-campus visits or furloughs upon request; however, the costs associated with off-campus visits or furloughs will be paid by the parent, guardian, or Contracting County.
 - J. In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for residential services, Service Provider shall notify the school district in which the facility is located not later than the third day after the date a child is placed in the facility.

ARTICLE IV
COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Contracting County agrees to pay the Service Provider the sum of \$140.00 or \$185.00 per day for each child, i.e., the daily rate, admitted under this Agreement. [NOTE: It is understood that the daily rate depends on the degree of specialized services mutually agreed to.] The daily rate shall be paid to the Service Provider for each day a child is in residential placement pursuant to billing and paying procedures agreed upon by Service Provider and Contracting County. Payment is due within 30 days of receipt of billing.
- 4.02 Psychiatric services will be provided to the child on an as needed basis. The Contracting County shall provide a written psychological or psychiatric evaluation. If the battery of tests included in the evaluation is older than six (6) months prior to admission, a clinical interview performed within six (6) months prior to admission shall be submitted with an updated diagnosis and prognosis.
- 4.03 Service Provider will submit an invoice for payment of services to the Contracting County on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Contracting County in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Contracting County in a timely manner.
- 4.04 Contracting County shall be responsible for all of the juvenile's medical expenses, including prescription medication. Contracting County may make arrangements directly with vendors for the provision of, and

payment for, routine medical expenses, including without limitation, hospitalization and dental, for Post-Adjudication program juveniles, or can authorize in writing Service Provider to do so on behalf of Contracting County at Contracting County's expense.

- 4.05 If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of the Contracting County. The Administrator shall notify Contracting County of Outside Treatment within twenty-four (24) hours of its occurrence.
- 4.06 If during the course of residential treatment, the Contracting County determines that a part of the youth's treatment program should include time away from the residential setting of the Service Provider, such as weekends and holidays, prior to the completion of the youth's treatment and return home, and wishes that the youth return to the residential setting after a period away from the residential setting, the Contracting County shall request the Service Provider to retain space for the youth until his return. To this end, the Contracting County agrees to pay Service Provider the full amount due for such regularly scheduled days away from the residential setting or its program, provided they do not exceed ten (10) days per client and that prior approval has been obtained by the Contracting County. Furloughs will not be authorized for the first ninety (90) days of placement, or until the completion of the first Individualized Program Plan Review, whichever comes first, except in only highly unusual situations.
- 4.07 The Service Provider is under no obligation to retain space for the juvenile in an unauthorized departure situation; however, in no event shall the Contracting County pay for the days when the juvenile was absent without authorization, but no space in the program was retained for such absent client(s) by the Service Provider. The County must be informed in writing if and for how long the Service Provider intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Provider intends to retain the space.
- 4.08 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Contracting County under this contract. Service Provider shall account separately for state funds received and expended utilizing Generally Accepted Accounting Practices (GAAP). Upon request Service Provider will provide Contracting County with a copy of its most recent financial audit.
- 4.09 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 4.10 In the event that State Reimbursement Rates are increased during the duration of the terms of this contract, the new rates will become effective reflecting those of the increase.
- 4.11 Service Provider agrees to make claims for payment or direct any payment disputes to Contracting County's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 4.12 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE V
ADDITIONAL TERMS & AGREEMENTS

- 5.01 Prior to transporting a child to the Facility for placement, the official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officers of Contracting County may be denied, if space limitations require, as determined by the Facility. Service Provider will make every reasonable effort to place the child expeditiously.
- 5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order from the Juvenile Court of Contracting County. Service Provider is under no obligation to accept a client who is deemed inappropriate for placement in the program.
- 5.03 Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- 5.04 If a child is accepted by the Facility from Contracting County and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable, or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the representative of the Contracting County of this determination. The child shall be removed immediately from the Facility. It will be the responsibility of Contracting County to provide for the transportation for the removal of the child.
- 5.05 Service Provider agrees that the Facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- 5.06 Except as provided in Section 5.04, it is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Administrator of the Facility receives either a written authorization from the Contracting County that placed the child, or and Order of Release signed by the Judge of the Juvenile Court of the Contracting County.
- 5.07 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Contracting County, its agents, servants, or employees in any way to manage control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility.
- 5.08 Contracting County reserves the right to terminate the client's placement with Service Provider at its discretion. Service Provider must not release a client to any person or agency other than Contracting County without the express consent of an authorized agent of Contracting County.

ARTICLE VI
EXAMINATION OF PROGRAM & RECORDS

- 6.01 Service Provider agrees that it will permit Contracting County to examine and evaluate its program of services provided under the terms of this agreement periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interviews and the administration of questionnaires to the staff of Service Provider and the children, when deemed necessary.
- 6.02 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Contracting County any and all books, documents or other evidence pertaining to the direct costs and expenses of this Agreement.
- 6.03 Service Provider will keep a record of all services provided to Contracting County under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents

regarding services furnished as may be requested by Contracting County. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.

- 6.04 Contractor understands that acceptance of funds under this contract 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 subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children placed by Contracting County, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.
- 7.02 Service Provider and Contracting County agree to abide by Title 37, Part 11, Chapter 380, Subchapter G, Division 1, Rule §380.9909, relating to Access to Youth Information and Records.

ARTICLE VIII
DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Contracting County) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency;
 - B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and,
 - C. Contracting County.

ARTICLE IX
DISCLOSURE OF INFORMATION

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Contracting County, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Contracting County:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
 - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
 - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
 - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and,
 - F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this

Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X
EQUAL OPPORTUNITY

10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Provider agrees it:

(a) Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.

(b) Will, in all solicitations or advertisement for employees placed by or on behalf of the Service Provider, state that all qualified applicants for positions in the Facility, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) Shall abide by all applicable federal, state and local laws and regulations, including the Prison Rape Elimination Act of 2003, 42 U.S.C. 15601 et seq.

10.02 Service Provider agrees that it will not engage in any religious indoctrination or require any of the children placed with the Service Provider under this Agreement to participate in any religious activity. Service Provider further agrees that it will not impose any sanctions or deny any benefits to any children placed with the Service Provider under this Agreement solely on account of the child's religious beliefs or because the child does not participate in religious activities. Service Provider further agrees that it will not engage in any activity with respect to the children placed with the Service Provider under this Agreement that would constitute an establishment of religious or in any manner violate the rights of the children to religious freedom under the First Amendment of the United States Constitution.

ARTICLE XI
OFFICIALS NOT TO BENEFIT

11.01 No officer, employee or agent of Contracting County and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XII
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

12.01 Contracting County may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation

before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually receive.

F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.

G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.

H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.

I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.

J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

ARTICLE XIII TERMINATION

13.01 The term of this Contract shall be for a period of twelve months from the effective date; however, if either party feels in its judgment that the contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice of Termination. At 12:00 o'clock Midnight, thirty (30) calendar days after the date of the Notice of Termination, this contract shall terminate, become null and void, and be of no further force or effect. Such termination shall not affect or diminish Contracting County's responsibility for payment of any amounts due and owing at the time of termination of the contract. Contracting County shall remove at its expense all children placed in the Facility on or before the termination date.

13.02 Service Provider shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

ARTICLE XIV WAIVER OF SUBROGATION

14.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Contracting County. Service Provider also waives any rights it may have to indemnification from Contracting County.

ARTICLE XV INDEMNIFICATION

15.01.1 It is further agreed that Service Provider will indemnify and hold harmless Contracting County against any and all negligence, liability, loss, costs, claims or expenses arising out of wrongful and negligent act(s) of commission or omission by Service Provider, its agents, servants or employees arising from activities under this contract. Service Provider shall have no obligation to indemnify and hold harmless Contracting County for any act(s) of commission or omission of the County or the County's agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

ARTICLE XVI
SOVEREIGN IMMUNITY

16.01 This Agreement is expressly made subject to Contracting County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Contracting County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVII
REPRESENTATIONS & WARRANTIES

17.01 Service Provider hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;
- B. That is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Contracting County or any political subdivision thereof; and,
- C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Contracting County upon request. Furthermore, the Contracting County shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Contracting County.
- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XVIII
TEXAS LAW TO APPLY

18.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE XIX
VENUE

19.01 Exclusive venue for any litigation arising from this Agreement shall be in Brown County, (Brownwood) Texas.

ARTICLE XX
LEGAL CONSTRUCTION

20.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXI
PRIOR AGREEMENTS SUPERSEDED

21.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

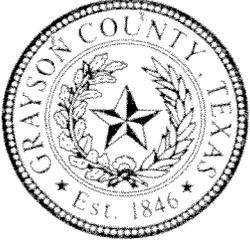
This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Contracting County for the children placed in the Facility by the Judge of Contracting County having juvenile jurisdiction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL. IN WITNESS WHEREOF, we hereunto affix our signature this 21 day of August, 2013

Contracting County
Probation Department
Brian Pate, WSN
Chief Contracting County Officer

G4S Youth Services, LLC
[Signature]
Regional Director

Contracting County
[Signature]
Authorized Personnel



Department of Juvenile Services

86 Dyess, Denison, Texas 75020

Telephone (903) 786-6326, FAX (903) 786-9401

August 29, 2013

Ref: Addendum

Enclosed you will find the signed FY2014 contract. Also, we have included an Addendum to attach to this contract. As always, we want to thank you for your use and support of our facility.

Thanks again,

Debbie Patterson

Grayson County

Dept of Juvenile Services

ADDENDUM

XVII PRISON RAPE ELIMINATION ACT

The Facility shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

**CONTRACT FOR RESIDENTIAL SERVICES
GRAYSON COUNTY DEPARTMENT OF JUVENILE
SERVICES**

This Agreement is made by and entered into and between Grayson County, Texas, acting through the Grayson County Juvenile Board, by its duly authorized representative, and Hood County Texas, acting through the Hood County Juvenile Board by its duly authorized Chairman or its representative.

WITNESSETH

WHEREAS, Grayson County, Texas, and the Grayson County Juvenile Board operate the Cooke, Fannin and Grayson County Pre-and Post-Adjudication Facility (hereinafter referred to as Facility); and

WHEREAS, Hood County in order to carry out and conduct its juvenile program in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, has need of the use of the Facility located in Grayson County, Texas and operated under the authority of the Grayson County Juvenile Board to house and maintain children (hereinafter referred to as child or client or student) of juvenile age, for pre- or post-adjudication confinement; and,

WHEREAS, Grayson County desires to make the Facility available to Hood County for such use and purpose, and Hood County desires to contract for the use of said Facility; and

WHEREAS, the parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such pre- or post adjudication services pursuant to Chapter 791 of the Government Code (Tex. Rev. Civ. Stat.).

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants herein contained, the parties agree as follows:

I. TERM

The term of this agreement shall be from the effective date of September 1, 2013 to August 31, 2014. It may thereafter be renewed annually at the discretion of Grayson County Juvenile Board.

II. FACILITY GOALS

Facility has established the following as its goals in serving clients:

1. The child shall attend academic classes five (5) hours per day while Sherman ISD is in session covering the core courses at the students assigned grade level;
1. The child shall receive life skills training, which may include: MRT®, Fatherhood or anger management five (5) hours per week through departmental staff;
2. The child shall receive weekly substance abuse education, group counseling or social skills training; as determined by a jointly agreed upon case plan;
3. The child shall complete community service restitution projects as assigned;
4. The child shall be involved in physical training activities that are centered around stamina and strength; and,
5. The child will receive case management services including case plan, treatment teams when required and aftercare planning.

III. FACILITY OBLIGATIONS

Facility shall provide the following to achieve the stated goals:

1. Clients will receive a highly structured level of supervision as reflected by, at a minimum, documented 15 minute room checks and direct monitoring or supervision in all programming.
1. A written Individualized Case Plan shall be developed by the appropriate facility staff in concert with the child, parent and/or court officer.
2. Routine medical and dental services as determined in this written Agreement.
3. Structured and supervised physical training activities.
4. Access to free, appropriate public education and related services through the Sherman Independent School district in Grayson County and within guidelines set by State and Federal law.
5. Therapeutic intervention within the milieu designed to improve the child's functioning.

6. Formalized behavior programs and therapeutic interventions implemented by professional and paraprofessional staff under the direct supervision of professional staff.
7. Conformance to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for the operation of secure post-adjudication facilities.
8. A staff-to-child ratio as governed by TJJD certification standards.
1. Procedures ensuring the child is not released to any person or agency other than Hood County.

IV. EXAMINATION OF PROGRAM AND RECORDS

The Facility agrees that Hood County may examine and evaluate its program of services provided under the terms of this contract and review the Facility records relating to Hood County clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Facility and the child.

The facility has been duly inspected and certified as being suitable for post-adjudication of juveniles by the Grayson County Juvenile Board and the Board has approved the programs, policies and procedures under which the facility is managed. The facility is registered and monitored by the Texas Juvenile Justice Department.

The Facility agrees to maintain and make available for inspection, audit or reproduction books, documents and other evidence pertaining to the cost and expenses of this contract, hereinafter called the Records, by an authorized representative of Hood County and/or the State of Texas.

The Facility agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

V. CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

Under Section 231.006, Family Code, Grayson County certifies that it is not ineligible to receive state grants or loans and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The Facility shall adhere to all applicable state and federal laws and regulations

pertinent to the Facility's provision of services.

The Facility shall account separately for the receipt and expenditure of any and all funds received under this contract.

VI. PRIVATE SERVICE PROVIDERS

In any contract with a private service provider to provide services to the clients under this contract Grayson County will require, in accordance with Texas Human Resource Code, Sec. 141.050(a), such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

Grayson County will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to Clients.

VII. COMPENSATION

Grayson County shall charge a daily contract rate to Hood County which is determined by the Texas Juvenile Justice Department residential reimbursement program. The current FY 2012 contract rate for all services is as follows:

TYPE OF SERVICE	FY 2013 CONTRACT RATE
Standard Residential	\$98.00
Specialized Residential	\$140.00
Psychiatric Medical Review	COST
Psychological Counseling	\$65.00 hr. individual \$25.00 hr. group
Psychological (Full Battery)	\$550.00
LPC Psychological Evaluation	\$220.00
Medical Services	COST
Dental Services	COST

In no event, however, shall the monthly FY 2014 contract rate cost to Hood County exceed Grayson County's actual cost per day per child in operating the Facility.

Hood County agrees to pay Grayson County the monthly FY 2014 contract rate cost from current revenues. The Grayson County Department of Juvenile Services shall submit an invoice to Hood County within ten (10) days after each billing period. Hood County agrees to submit payment to:

**Grayson County Department of Juvenile Services
86 Dyess
Denison, Texas 75020**

All payments are due within thirty (30) days after receipt of the invoice.

VIII. EMERGENCY MEDICAL, DENTAL OR PSYCHOLOGICAL TREATMENT OF CHILD

Hood County and Grayson County agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the facility by Hood County the administrator or designee of the facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Hood County

Hood County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to Grayson County for such care. Hood County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, Grayson County, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

The Facility administrator shall notify Hood County of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

IX. PLACEMENT OF CHILDREN

Prior to transporting a child to the Facility for placement Hood County officials requiring and authorizing placement shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Hood County may be denied if (1) the child is found not to be suitable for placement in the facility or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Facility Administrator.

Children from Hood County who are adjudicated in accordance with the provision of the Texas Family Code, Title 3, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Hood County or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

No child admitted to the Facility under this agreement shall be detained in violation of any state or federal law. Grayson County hereby notifies Hood County and its officials, agents and employees, that Grayson County fully complies with the mandates of the Federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977,

1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Hood County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Grayson County.

Each child placed in the Facility shall be required to follow the rules and regulations of conduct as determined by the administrator and staff of the Facility.

The Grayson County Juvenile Board agrees that the Facility will accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

If a child is accepted by the Facility from Hood County and such child thereafter is found to be, in the sole judgment of the Grayson County Facility administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the administrator shall, upon notification to the Hood County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation, detention officer or transport officer of Hood County. If Hood County fails to remove such child within 24 hours of said notification, Grayson County shall transport said child to Hood County Juvenile Court Judge or designated juvenile official and Hood County shall reimburse Grayson County for such at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Hood County plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

It is agreed by the parties hereto that children placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Hood County shall remain detained therein except that the staff of either the Facility or the Hood County Juvenile Department may have the child participate in community activities.

It is expressly understood and agreed by the parties that the Juvenile Court of Grayson County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this agreement.

It is agreed by the parties hereto that nothing in this contract shall be construed to permit Hood County, its agents, officials or employees in any way to manage, control, direct or instruct the Cooke, Fannin and Grayson County Juvenile Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

Hood County warrants that all children placed in the Facility have been legally committed under state and/or federal law.

X. STATE AUDITOR'S REVIEW

Contractor understands that acceptance of funds under this contract 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 subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

XI. DEFAULT

Either party to this agreement may, by written notice of default to the defaulting party's Juvenile Board Chairman through certified mail return receipt requested, terminate in whole this Agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this Agreement.

The defaulting county shall have the right to cure such default within ten (10) days of notice of such failure or as extended by written authorization of the non-defaulting county.

XII. TERMINATION

Notwithstanding any other provision in this contract, either Grayson County or Hood County may terminate the contract by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the contract thirty (30) calendar days after receipt of notice. At the end of the 30-day period, this contract shall terminate and become null and void and be of not further force or effect.

After receipt of notice of termination, Hood County shall remove all children placed in the Facility on or before the termination date. No child shall be accepted by the Facility after receipt of said notice.

XIII. NOTICES

All notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To Grayson County: Grayson County Department of Juvenile Services
ATTN: Bill C. Bristow
86 Dyess
Denison, Texas 75020

To Hood County: Chief Beth Pate
Juvenile Probation Department
P. O. Box 2081
Granbury, TX 76048

The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

XIV. OFFICIALS NOT TO BENEFIT

No official, member, or employee of Grayson County or Hood County and no member of their governmental bodies, and no other public officials of the Grayson County Juvenile Board or the Hood County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this contract, or any benefit that may arise therefrom.

The Grayson County Juvenile Board agrees to insert this clause OFFICIALS NOT TO BENEFIT into all subcontracts entered into in the performance of the work assigned by this agreement.

XV. VENUE

The law of the State of Texas shall govern this agreement and venue of any dispute or matter arising under this agreement shall lie in Grayson County, Texas.

XVI. INTERPRETATION OF CONTRACT

This contract supersedes all previous agreements and contracts between the parties

for these purposes. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this contract.

In the event that any provision of this contact shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

This agreement this date executed is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing contract is a contract providing for the (1) care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and (2) payment for such care by Hood County for such juveniles placed in the Facility by the Judge of Hood County exercising juvenile jurisdiction.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals this 26 day of August, 2013.

GRAYSON COUNTY
Department of Juvenile Service

Hood County
Juvenile Probation Department

Bill C. Bristow
Bill C. Bristow, LMSW-AP
Director

Beth Paty, JPDW

Date: 9/7/13

Date: 8/20/2013

**CONTRACT FOR RESIDENTIAL SERVICES
GRAYSON COUNTY DEPARTMENT OF JUVENILE
SERVICES**

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WITNESSETH

WHEREAS, Grayson County, Texas, and the Grayson County Juvenile Board operate the Cooke, Fannin and Grayson County Pre-and Post-Adjudication Facility (hereinafter referred to as Facility); and

WHEREAS, Hood County in order to carry out and conduct its juvenile program in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, has need of the use of the Facility located in Grayson County, Texas and operated under the authority of the Grayson County Juvenile Board to house and maintain children (hereinafter referred to as child or client or student) of juvenile age, for pre- or post-adjudication confinement; and,

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Hood County and Grayson County agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the facility by Hood County the administrator or designee of the facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Hood County

Hood County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to Grayson County for such care. Hood County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, Grayson County, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or psychological treatment required for a child placed in the Facility.

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Children from Hood County who are adjudicated in accordance with the provision of the Texas Family Code, Title 3, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Hood County or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

No child admitted to the Facility under this agreement shall be detained in violation of any state or federal law. Grayson County hereby notifies Hood County and its officials, agents and employees, that Grayson County fully complies with the mandates of the Federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977,

1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Hood County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Grayson County.

Each child placed in the Facility shall be required to follow the rules and regulations of conduct as determined by the administrator and staff of the Facility.

The Grayson County Juvenile Board agrees that the Facility will accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

If a child is accepted by the Facility from Hood County and such child thereafter is found to be, in the sole judgment of the Grayson County Facility administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the administrator shall, upon notification to the Hood County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation, detention officer or transport officer of Hood County. If Hood County fails to remove such child within 24 hours of said notification, Grayson County shall transport said child to Hood County Juvenile Court Judge or designated juvenile official and Hood County shall reimburse Grayson County for such at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Hood County plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

It is agreed by the parties hereto that children placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Hood County shall remain detained therein except that the staff of either the Facility or the Hood County Juvenile Department may have the child participate in community activities.

It is expressly understood and agreed by the parties that the Juvenile Court of Grayson County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this agreement.

It is agreed by the parties hereto that nothing in this contract shall be construed to permit Hood County, its agents, officials or employees in any way to manage, control, direct or instruct the Cooke, Fannin and Grayson County Juvenile Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

Hood County warrants that all children placed in the Facility have been legally committed under state and/or federal law.

X. STATE AUDITOR'S REVIEW

Contractor understands that acceptance of funds under this contract 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 subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

XI. DEFAULT

Either party to this agreement may, by written notice of default to the defaulting party's Juvenile Board Chairman through certified mail return receipt requested, terminate in whole this Agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this Agreement.

The defaulting county shall have the right to cure such default within ten (10) days of notice of such failure or as extended by written authorization of the non-defaulting county.

XII. TERMINATION

Notwithstanding any other provision in this contract, either Grayson County or Hood County may terminate the contract by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the contract thirty (30) calendar days after receipt of notice. At the end of the 30-day period, this contract shall terminate and become null and void and be of no further force or effect.

After receipt of notice of termination, Hood County shall remove all children placed in the Facility on or before the termination date. No child shall be accepted by the Facility after receipt of said notice.

XIII. NOTICES

All notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To Grayson County: Grayson County Department of Juvenile Services
ATTN: Bill C. Bristow
86 Dyess
Denison, Texas 75020

To Hood County: Chief Beth Pate
Juvenile Probation Department
P. O. Box 2081
Granbury, TX 76048

The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

XIV. OFFICIALS NOT TO BENEFIT

No official, member, or employee of Grayson County or Hood County and no member of their governmental bodies, and no other public officials of the Grayson County Juvenile Board or the Hood County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this contract, or any benefit that may arise therefrom.

The Grayson County Juvenile Board agrees to insert this clause OFFICIALS NOT TO BENEFIT into all subcontracts entered into in the performance of the work assigned by this agreement.

XV. VENUE

The law of the State of Texas shall govern this agreement and venue of any dispute or matter arising under this agreement shall lie in Grayson County, Texas.

XVI. INTERPRETATION OF CONTRACT

This contract supersedes all previous agreements and contracts between the parties

for these purposes. Said previous contracts shall terminate, become null and void, and be of no further force or effect on the effective date of this contract.

In the event that any provision of this contact shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

This agreement this date executed is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing contract is a contract providing for the (1) care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and (2) payment for such care by Hood County for such juveniles placed in the Facility by the Judge of Hood County exercising juvenile jurisdiction.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals this 13 day of August, 2013.

GRAYSON COUNTY
Department of Juvenile Service

Hood County
Juvenile Probation Department



Bill C. Bristow, LMSW-AP
Director



Date: 8/23/13

Date: 8/21/2013

STATE OF TEXAS

§

COUNTY OF WALKER

§

§

**GULF COAST TRADES CENTER
CONTRACT FOR RESIDENTIAL SERVICES
Contract Term: September 1, 2013 – August 31, 2014**

The Hood County Juvenile Probation Department (collectively referred to as "Juvenile Probation") and Gulf Coast Trades Center, Inc., 143 Forest Service Road #233, New Waverly, Texas 77358, hereinafter called the Service Agency, by this agreement and in consideration of the mutual promises set forth below, have agreed as follows:

I. SERVICES

Service Agency will provide the following services:

- A. Room
- B. Board
- C. Clothing, Personal Hygiene Items, Hair Cuts
- D. Supervision by Qualified Adults
- E. Casework Services
- F. Counseling Services
- G. Individualized Program Plan
- H. School
- I. Vocational Training

II. FEES

- A. Levels of care and services to be provided at each level are those defined in the Texas Health and Human Services Commission rate schedule for Purchase of Services. These fees do not exceed the maximum rates allowed in the latest Texas Juvenile Justice Department/Health and Human Services Maximum Rate Schedule.

For and in consideration of the above mentioned services, the Juvenile Probation agrees to pay the Service Agency:

Moderate Level (LOC 3)
Specialized Level (LOC 4)

In the event the per diem rate schedule changes, the amended rates shall be honored without amendment to the agreement.

- B. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency prior to the client's re-entry in the community, and that the Service Agency must retain space for this client until his return, Juvenile Probation will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time. (Students, if eligible, and approved by the Chief Juvenile Probation Officer is allowed an authorized paid furlough to do job search and obtain employment applications prior to completion of the program.)

- C. If a client makes an unauthorized departure from the Service Agency, Juvenile Probation shall be notified immediately. If the client returns to the Service Agency within ten (10) days, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten (10) days payment.
- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations; however, every effort should be made to reconcile the incident to both parties' satisfaction.
- E. Payment is to be made monthly, or at the termination of the residential period of the client, if sooner. Claim for payment will be submitted by Service Agency no later than ten (10) days from the last day of the month for which payment is being requested.

III. INDIVIDUAL CASE PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the youth and mutually agreed upon by the appropriate Service Agency staff and the assigned personnel. A copy of the IPP shall be sent to the assigned personnel no later than six weeks after placement.
- B. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how, if at all, the parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the juvenile's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Juvenile Justice Code.
- C. The goals in the IPP shall be reviewed jointly by the appropriate Service Agency staff, the juvenile, and the assigned personnel staff at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when needed. Copies of the IPP and the periodic reviews are to be maintained by the Service Agency and the appropriate personnel staff.
- D. The Service Agency shall remain in telephone contact with assigned personnel staff regarding client's progress and provide a written report of progress upon request, but no less than one time per month.
- E. If a client in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in a disruptive incident, the Service Agency shall notify the client's probation officer or other probation staff within a twenty four hour period following the incident and ensure that parents, proper authorities, the Texas Department of Protective and Regulatory Services, or the police are notified if appropriate. A written incident report and/or police report will be sent to the assigned probation officer no later than five (5) working days after the occurrence.
- F. Juvenile Probation reserves the right to terminate the client's placement at the Service Agency at its discretion. The Service Agency will not release the client to any person other than Juvenile Probation without the express consent of appropriate personnel.
- G. The Service Agency will obtain prior approval from appropriate personnel before the client's participation in any furloughs, home visits, or extended agency trips.

- H. Unless otherwise stipulated by Juvenile Probation, the client may visit freely with parents and relatives at the Service Agency in accordance with established Service Agency policies, procedures, privileges and level system.

IV. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Contract and to review Juvenile Probation juvenile records. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Service Agency and the client when deemed necessary.
- B. The Service Agency agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Juvenile Probation and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records. Gulf Coast Trades Center utilizes Generally Accepted Accounting Principles in all its financial transactions.
- C. The Service Agency agrees to maintain these records for three (3) years after the final payment or until the state-approved audit has been made and all questions there from are resolved.
- D. Service Agency understands that acceptance of funds under this contract 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 auditor or investigation, including providing all records requested. Service Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- E. The Service Agency shall use Generally Accepted Accounting Principles (GAAP).

V. GOALS, OUTPUTS, AND MEASURABLE OUTCOMES

- A. The Service Agency agrees to pursue the goals and values of the Juvenile Probation through providing services to clients which enable client growth and development to the client's fullest potential. This development will be through provision of a safe, drug-free environment in which counseling services are utilized as tools for educational, emotional, and behavioral catharsis.
- B. The Service Agency shall provide the Juvenile Probation, within ten working days, information which outlines the services provided to clients. These output measures may include, but are not limited to:
 - 1. Average length of stay of clients.
 - 2. Specific types of milieu implemented by the Service Agency.
 - 3. Average number of counseling hours provided each client daily, weekly, or monthly.

4. Number and types of reporting measures.
- C. The Service Agency agrees to furnish Juvenile Probation, within ten working days, annual indicators which express the effectiveness of the Service Agency in providing public benefit. These measurable outcomes may include:
1. The percentage of clients successfully completing the program.
 2. The percentage of clients who are re-unified with family or guardians.
 3. The percentage of youth who were placed on jobs.

VI. DEFAULT

- A. Juvenile Probation may by written notice of default to the Service Agency, terminate the whole or any part of this Contract in any one of the following circumstances.
1. If the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
 2. If the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) days for such extension as authorized by County Juvenile Probation Department, in writing after receiving notice of default.

VII. LICENSING

- A. The Service Agency shall be licensed by the Texas Department of Protective and Regulatory Services for those programs which are under the licensing authority of the Texas Department of Protective and Regulatory Services.
- B. The Service Agency shall meet all other required licenses pertaining to health, fire and safety standards and shall provide copies of the most recent report to the county probation department upon request.

VIII. FEE ASSESSMENT

- A. Clients nor their families will be assessed fees for services by the Service Agency. This does not preclude reasonable attempts to seek voluntary contributions from families of County juveniles for donations of clothing, personal articles, and funds to assist in support of a client's rehabilitation.
- B. Under Section 231.006, Family Code, the Service Agency certifies that the individual or business entity named in this contract is not ineligible to receive the specific grant or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- C. The Service Agency will adhere to all applicable state and federal laws and regulations pertinent to the contractor's provision of services.
- D. The Service Agency shall account separately for the receipt and expenditure of any and all funds, including those from the Texas Juvenile Probation Commission received under this contract.

- E. Under Provision 4.11.2.4 from the Texas Juvenile Probation Commission, payment for services rendered may be paid partly or wholly with Texas Juvenile Probation Commission State Funds.

IX. TERMINATION

- A. This contract may be terminated without fault or cause by either party by giving at least ten (10) days written notice of the intention to terminate by certified mail, facsimile transmission, or personal delivery to the other party.

X. INDEMNITY AND HOLD HARMLESS

- A. Gulf Coast Trades Center shall indemnify and hold Juvenile Probation harmless from and against any and all loss, claim damage liability fee or expense (including reasonable attorney fees) arising or alleged to arise from any act or omission of Contractor or any of its agents, servants, employees, and subcontractors. The foregoing indemnify shall survive the termination of this contract.

XI. MEDICAL

- A. The Referral Agency agrees that it shall be liable and responsible for the client's emergency medical and dental costs encumbered during the client's stay at the Service Agency. The Referral Agency will only be liable for the client's non-emergency medical and dental costs of the Service Agency unless it seeks and obtains approval from Referral Agency prior to incurring such costs. The Service Agency agrees to notify the Referral Agency of any unusual medical costs to be incurred. The Service Agency will accept Medicaid eligible clients. The Service Agency will apply for Texas Juvenile Probation Commission Medicaid for each child entering the program when applicable.

XII. EQUAL OPPORTUNITY

- A. Services shall be provided by the Referral Agency in full compliance with all civil rights laws and regulations, and that there shall be no discrimination of race color, creed, sex, national origin, religious preference, in performance of any and all duties outlined by this Agreement. All programs and services provided by the Referral Agency under this Agreement shall be provided in accordance with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.2000 (d)), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 3 et seq.), Age Discrimination Act (42 U.S.C. 6101 et seq.) and all federal rules and regulations, state laws and executive orders as applicable.

XIII. TERM

- A. The initial term of this contract will begin on September 1, 2013 and terminate on August 31, 2014. It shall be automatically renewed for one year terms thereafter, commencing September 1st and ending August 31st, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

XIV. **Prison Rape Elimination Act**

- A. Service Provider shall comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performances of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.
- B. Under PREA, Service Provider shall make available to the Chief Juvenile Probation Officer all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA §115.387 (e) and (f)].

Gulf Coast Trades Center, Inc.



Bill Gholson, President

August 6, 2013

Date

Hood County Juvenile Probation Department



Chief Juvenile Probation Officer

8/21/2013

Date

CONTRACT FOR RESIDENTIAL SERVICES

This contract entered into this 21st day of August, 2013, between the Hood County Juvenile Department and the Pegasus Schools, Inc. Hereinafter called Service Agency by this Agreement and in consideration of the mutual promises set forth below, agree that:

I. PROVISION OF SERVICE

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities. Primary specialized, intermediate, emergency shelter, therapeutic, intensive, or in-patient psychiatric. Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Services, and by the Texas Health and Human Services Coordination Council.

- A. For and in consideration of the above mentioned services, the Hood County Juvenile Department agrees to pay the Service Agency **\$138.25** per client day for **Specialized Level of Care** and **\$96.17** per client day for **Moderate Level of Care**. This fee does not exceed actual cost of childcare in the Service Agency, and does not exceed the amount allowed in the current CJD Maximum Rate Schedule. For juveniles placed in the facility under the Title IV-E program, the county agrees to pay the facility based on the TDPRS level of care (LOC) as currently effective or subsequently amended.
- B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, Etc., and that the Service Agency must retain space for this client until his return, Hood County Juvenile Department will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- C. If a client makes an unauthorized departure from the Service Agency, Hood County Juvenile Department shall be notified immediately. If the client returns to the Service Agency within ten (10) days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten days of payment.

- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.
- E. Payment is to be made monthly. Claim for payment will be submitted no later than 10 days from the last day of the month for which payment is being requested.
- F. Each billing should contain the name of the client or clients for whom payment is being requested along with number of days stated consecutively for which payment is being requested.
- G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by Service Agency.

II INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county personnel prior to placement.
- B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.
- C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goal and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where possible, grandparents, or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.
- D. Copies of the original IPP and the periodic review are to be maintained by the Service Agency and the County Placement Officer.
- E. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.
- F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer. After hours and weekend notification will be accomplished by calling the Caldwell County Sheriff's Department and asking for the on-call officer to notify the placement officer immediately and ensure that parents and

proper authorities, including the Texas Department of Human Services, are notified.

- G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.
- H. The County must approve the child's participation in any furlough's home visit, or extended agency trips.
- I. Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at home in accordance with established Service Agency policies.
- J. Suspected or alleged cases of child abuse must be immediately reported to the Hood County Juvenile Department Placement Officer and the Department of Human Services. (After hours notification will be accomplished by contacting the Caldwell County Sheriff's Department and asking the dispatcher to contact the on-call officer to contact the placement officer.)

III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review County client records. This examination and evaluation of the program will include unscheduled site visitation, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.
- B. The Service Agency shall comply with the goals, output and measurable outcomes as stated in its proposal to provide residential services as well as provisions of the residents Individual Program Plan (IPP). The Service Agency shall provide to the County such descriptive information on contract clients as requested on forms provided by the County.
- C. The Service Agency agrees to maintain and make available for inspections, audit, or reproduction by an authorized representative of Hood County Juvenile Department and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- D. Under Section 231.006, Family Code, the Service Agency certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specific grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

- E. The Service Agency shall adhere to all applicable state and federal laws and regulations pertinent to the Service Agencies provision of service.
- F. The Service Agency shall account separately for the receipt and expenditure of any and all funds received under this contract.
- G. The Service Agency shall maintain all applicable records for a minimum of three years or until any pending audits and all questions arising therefore have been resolved.

IV PERFORMANCE MEASURES

- A. Goals: The treatment plan shall contain specific behavior goals and services that are appropriate to the child and that enable the child to develop to his fullest potential. This development will be through provision of a safe, drug-free environment in which counseling services are utilized as tools for educational, emotional and behavioral gains.
- B. Outputs: The Service Agency shall provide the Placing County timely information upon request which outlines the services provided to clients. These outputs may include, but are not limited to:
 - Average length of stay
 - Average daily population
 - Average number of counseling hours provided weekly or monthly
 - Average number of educational hours provided daily, weekly or monthly
 - Specific types of milieu implemented by the service provider
- C. Measurable Outcomes: The Service Agency agrees to furnish the Placing County upon request annual indicators for their specific youth which expresses the effectiveness of the Service Agency in providing public benefit. Evaluation of the Placing County may be performed by using outcome measures such as:
 - % of youth successfully completing the program
 - % of youth reporting improved family communication / functioning while in placement
 - % of youth demonstrating progress in majority of goals in treatment plan
 - % of youth earning credits in core subjects

V. FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.

- B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that Hood County Juvenile Department is not charged for such fiscal support for which the client is otherwise eligible.
- C. Contractor understands that acceptance of funds under this contract acts as acceptance of the State Auditors' 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 of audit funds received indirectly by subcontractors through Contractor and requirements to cooperate is included in any subcontracts it awards.

VI. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

VII. OFFICIALS NOT TO BENEFIT

No officer, member or employee of Hood County Juvenile Department, Pegasus Schools, Inc. and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

VIII. DEFAULT

The Hood County Juvenile Department may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstance:

- (1) If the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- (2) If the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performances of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure with a period to ten (10) days (or such extension as authorized by the Hood County Juvenile Department in writing) after receiving notice of default.

IX. TERMINATION

- A. This contract may be terminated by either party by giving ten (10) days written notice to the other party here to of the intention of terminate.
- B. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.
- C. The decision of the termination party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of decision, the non-terminating party mails or otherwise furnishes to the termination party a written repeal addressing the Criminal Justice Division. The decision of the Criminal Justice Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

X. LAW AND VENUE

In any legal action arising under this Contract, the laws of Texas shall apply and venue shall be to the Courts.

XI. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument for a period of one (1) year and may be extended for up to one (1) year.

Witness our hands this 21 day of August 2013.

BY: Beth Paley, BS&W
Chief Juvenile Probation Officer

BY: Mike Reyna
Mike Reyna
Program Director
Pegasus Schools, Inc.

DATE: 8/21/2013

DATE: 8.28-13

**CONTRACT AND AGREEMENT FOR SECURE LONG-TERM
RESIDENTIAL SERVICE OF JUVENILE OFFENDERS
SPACE AVAILABLE**

STATE OF TEXAS §

COUNTY OF VICTORIA §

VICTORIA COUNTY JUVENILE BOARD
VICTORIA COUNTY JUVENILE JUSTICE CENTER
Residential Services
September 1, 2013 – August 31, 2014

This Agreement is entered into by and between Hood County, acting by and through its duly authorized representative (**hereinafter, "Juvenile Probation"**) and the **Victoria County Juvenile Board**, acting by and through its duly authorized representative and County Judge, concerning residential care services provided at the **Victoria County Juvenile Justice Center** (**hereinafter "the Facility"**) by the **Victoria County Juvenile Services Department** (**hereinafter, "Service Provider"**) pursuant to license granted by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over the facility ("Service Provider").

ARTICLE I
PURPOSE

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The Facility to be utilized is operated by Service Provider, and is located at 97 Foster Field Dr., Victoria, Texas 77904.

ARTICLE II
TERM

- 2.01 The term of this Agreement is for 12 months commencing **September 1, 2012 – August 31, 2013**. It shall be automatically renewed for one year terms thereafter, commencing September 1st and ending August 31st, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

ARTICLE III
SERVICES

- 3.01 The two level of care services delivery criteria as well as the required description of the characteristics of children will be in accordance with the definitions determined by the

Texas Juvenile Justice Department.

Service Provider will provide the following level of care services:

- A. **Basic Level of Care** consists of a structured, supportive residential setting that is designed to maintain or improve the child's functioning. It includes routine guidance and supervision to ensure the child's safety, involvement in age-appropriate structured activities, rehabilitative services and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development.

Basic Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. All Secure Post-adjudications facilities that are registered with the Texas Juvenile Justice Department and certified by the local juvenile board qualify for the daily rate listed above.

- B. **Specialized Level of Care** consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of social, psychosocial, and rehabilitative interventions and may include, but are not limited to, substance abuse services, sex offender treatment, special populations, mental health services and services for pregnant females. Specialized programming is developed and implemented by appropriately credentialed professionals.

The provision of individual, group and family therapy and other therapeutic interventions and programs, are managed and administered by appropriately licensed mental health professionals (e.g., psychiatrists, psychologists, therapists, counselors or paraprofessional staff under the direct supervision of professional therapists or counselors).

Review of a child's continued need for specialized services shall be conducted at least every 90 days by an appropriate mental health professional and/or treatment team.

Specialized Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. Secure Post-adjudications facilities that are registered with the Texas Juvenile Justice Department (TJJD) and certified by the local juvenile board may qualify for this higher level of funding by submitting an application to TJJD for approval.

3.02 Service Provider will perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, hair cuts, transportation, school supplies, and room, (rent, utilities, maintenance, telephone).
- B. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian.

- C. Initiate and document meetings and attempted meetings among Service Provider, Juvenile Probation staff and contracted children for the purpose of justifying continued placement. Justification shall be done at a minimum of every ninety (90) days. A copy of the placement justification shall be submitted to Juvenile Probation within ten (10) working days.
- D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. Juvenile Probation and parents will be informed immediately if during working hours. After normal working hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- E. Provide to Juvenile Probation a written Individualized Treatment/Case Plan developed in concert with the child and mutually agreed upon by the appropriate Service Provider staff and Juvenile Probation within thirty (30) days of placement. Said Individualized Treatment/Case Plan shall include measurement of progress towards goals in the following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- F. Initiate and document meetings to review the Individualized Treatment/Case Plan with the child and the assigned Service Provider staff at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary and determining the need for continued placement outside of the child's natural home. The Individualized Treatment/Case Plan shall contain the reasons why the placement may benefit the child; shall specify behavioral goals and objectives being sought for each child; shall state how the goals and objectives are to be achieved in the placement; and shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.
- G. Maintain copies of the original Individualized Treatment/Case Plan and the periodic reviews.
- H. Provide Juvenile Probation with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- I. Document and maintain records of all goods and services provided to contracted children. These records shall contain, but are not limited to: hours of services provided, number of children served, average length of stay per client, total hours of counseling or treatment provided. These records shall be made available to Juvenile Probation for periodic inspection.
- J. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to:

percentage of children in program successfully achieving set educational goals, percentage of children achieving set vocational goals, percentage of children achieving set social skills goals, percentage of youth demonstrating overall progress, and number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to Juvenile Probation for periodic inspection.

- K. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Juvenile Probation, to be paid by either Juvenile Probation, Medicaid or health insurance. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

ARTICLE IV EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
1. Ensure children complete residential placement.
 2. Prevent re-referrals of children during the six (6) months following release from residential placement.
 3. Ensure children move down in their Level of Care as they progress in the treatment program.
- B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
1. The total number of children placed in residential placement.
 2. The total number of children who were discharged from residential placement successfully.
 3. The total number of re-referrals of children discharged from placements within six (6) months after release.
 4. The total number of children who move down in their Level of Care.
 5. The average length of time before a child moves down in the Level of Care.
- C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:

1. Percentage of children in residential placement who will complete their placement as a successful discharge.
2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
3. Percentage of children who move down in their Level of Care.

Notwithstanding the foregoing criteria for evaluation, nothing herein shall be construed as a guaranty of outcome or performance by any child.

- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V
COMPENSATION

- 5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of **\$98.00** per day for each child whether male or female, admitted under "Basic" Level of Care, **\$140.00** per day for each child admitted under "Specialized" Level of Care. The Levels of Care are defined by the Texas Juvenile Justice Department. The daily rate shall be paid to the Service Provider for each day a child is in residential treatment pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider. The Female Offender and Pregnant Offender Programs are recognized as a Specialized Treatment program and payment for the same shall be at the Specialized Level Care rate set forth above.

Payment is due within 30 days of receipt of billing and shall be mailed to:

**Victoria County Juvenile Justice Center
97 Foster Field Dr.
Victoria, Texas 77904
ATT: Pama Hencerling, Chief JPO**

- 5.02 Psychiatric services will be provided to the child on an as needed basis and shall be billed to Juvenile Probation. An initial psychiatric/psychological evaluation that has been conducted within the last 12 months is required prior to acceptance into the program.

- 5.03 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary

for

adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

- 5.04 Juvenile Probation shall be responsible for all of the juvenile's medical expenses, And Juvenile Probation agrees to indemnify and hold the Service Provider, its officers, administrator, representatives, agents, shareholders and employees from any and all liability for charges for medical expenses.

If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility (hereinafter, "Outside Treatment") is required for a child placed in the Facility, the Administrator of the Facility (hereinafter, "the Administrator") is authorized to secure the Outside Treatment at the expense of Juvenile Probation. The Administrator shall notify Juvenile Probation of Outside Treatment within twenty-four (24) hours of its occurrence.

Juvenile Probation shall make arrangements directly with vendors for the provision of, and payment for, routine medical expenses, including without limitation, hospitalization, prenatal services, and dental, for Post-Adjudication Program juveniles and other juveniles for whom the Administrator has not elected to secure such services as provided herein above. In all other medical situations, the Service Provider is authorized, but not required, to make arrangements with vendors, at Juvenile Probation's request, for the provision of medical treatment at the expense of Juvenile Probation. If the Service Provider makes such arrangement, the Service Provider is authorized, but not required, to seek coverage or reimbursement of expenses from all sources, including but not limited to, Medicaid, Social Security, medical insurance coverage, or contributions from parents or others and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) and SID numbers of the parties receiving the services, the dates and time services were provided and such other information deemed necessary for adequate fiscal control. In any event, responsibility for payment to vendors or reimbursement to Service Provider is the ultimate responsibility of Juvenile Probation. Service Provider will invoice Juvenile Probation for any non-reimbursed funds advanced by the Service Provider, and the Juvenile Probation will remit to the Service Provider, within 30 days of invoice, full and final payment.

- 5.05 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this Contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
 2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 5.06 It is understood and agreed by Service Provider that this Agreement is funded in whole or in

- part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 5.07 In the event that State Reimbursement Rates are increased during the duration of the terms of this Contract, the new rates will become effective reflecting those of the increase.
- 5.08 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 5.09 Service Provider will provide certification of eligibility to receive state funds as required by Texas Family Code Section 231.006.
- 5.10 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE VI
ADDITIONAL TERMS & AGREEMENTS

- 6.01 Prior to transporting a child to the Facility for placement, Juvenile Probation shall call the Facility to ensure that space is available. Placement of children by Juvenile Probation may be denied if space limitations require as determined by the Facility.
- 6.02 A child will only be accepted in the Facility upon receipt by the Administrator of a proper order from the Juvenile Court of Hood County and other documentation required by Service Provider.
- 6.03 Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- 6.04 If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, or unmanageable, unsuitable for the program or combination of such conditions or characteristics or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify Juvenile Probation of Hood County of this determination. It will be the responsibility of Juvenile Probation to provide for the transportation for the removal of the child and shall be removed as soon as practicable, but in no event longer than seven (7) working days after notification.
- 6.05 Service Provider, agrees that the Facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- 6.06 It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the

Administrator of the Facility receives a written authorization from the Juvenile Probation Department that originally authorized the placement of the child.

- 6.07 It is further understood and agreed by the parties that children placed in the Facility may be released to the Juvenile Probation or other appropriate authority of Hood County pursuant to: (a) Section 6.04 of this Contract or, (b) an Order of Release signed by the Judge of the Juvenile Court of Hood County.
- 6.08 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Hood County, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Hood County shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.
- 6.09 Juvenile Probation reserves the right to terminate the child's placement with Service Provider at its discretion. Service Provider must not release a child to any person or agency other than Juvenile Probation without the written consent of an authorized agent of Juvenile Probation.

ARTICLE VII
EXAMINATION OF PROGRAM & RECORDS

- 7.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 7.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.
- 7.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 7.04 Service Provider will keep a record of all services provided to Juvenile Probation under this agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.
- 7.05 "Contractor (aka "Service Provider") understands that acceptance of funds under this contract 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 subcontractors through the contractor and the requirement to cooperate is included in any subcontract it awards."

ARTICLE VIII
CONFIDENTIALITY OF RECORDS

- 8.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Contract, or as may be required by law.

ARTICLE IX
DUTY TO REPORT

- 9.01 Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program in the following manner:

- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
1. Local law enforcement agency; and
 2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
 3. With respect to juveniles placed by Hood County Juvenile Probation Department, the TJJD Incident Report Form shall also be sent to Hood County Juvenile Probation Department within 24 hours at facsimile number 817-579-3299.
- B. For allegations and incidents of sexual abuse or serious physical abuse:
1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
 2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-

free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and

3. With respect to children placed by Hood County Juvenile Probation Department, the TJJD Incident Report Form shall also be sent to Hood County Juvenile Probation Department within 24 hours at facsimile number 817-579-3299.

9.02 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a child, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

9.03 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence of an alleged abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program.
- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a child that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves children under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing children under juvenile court jurisdiction.
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves children under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-

residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE X
CRIMINAL HISTORY SEARCHES

- 10.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to children in the facility or program.
- 10.02 Criminal history searches shall include the following:
- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.
 - B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
 - C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.
- 10.03 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising there from have been resolved.
- 10.04 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:
- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
 - B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
 - C. A current felony deferred adjudication, probation or parole;
 - D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
 - E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
 - F. A current jailable misdemeanor deferred adjudication, probation or parole; or

- G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.
- 10.05 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to children in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.
- 10.06 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to children in a juvenile justice facility or a juvenile justice program.
- 10.07 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with children.

ARTICLE XI
DISCLOSURE OF INFORMATION

- 11.01 Service Provider warrants that, prior to entering this Contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
 - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
 - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and/or exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
 - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
 - F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

- G. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program that have a disqualifying criminal history.
- 11.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

ARTICLE XII
EQUAL OPPORTUNITY

- 12.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XIII
ASSIGNMENT & SUBCONTRACT

- 13.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

ARTICLE XIV
OFFICIALS NOT TO BENEFIT

- 14.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XV
DEFAULT

- 15.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
- B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and

- C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

ARTICLE XVI
TERMINATION

- 16.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.
- 16.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XVII
WAIVER OF SUBROGATION

- 17.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVIII
REPRESENTATIONS & WARRANTIES

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
 - B. That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of **Victoria** or any political subdivision thereof;
 - C. Victoria County will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider providing limits of \$100,000 per occurrence and \$300,000 aggregate. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly

furnish updated certificates of insurance to Juvenile Probation.

- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a child under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

ARTICLE XIV
TEXAS LAW TO APPLY

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Victoria County**, Texas.

ARTICLE XX
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in **Victoria County**, Texas.

ARTICLE XXI
LEGAL CONSTRUCTION

- 21.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXII
PRIOR AGREEMENTS SUPERSEDED

- 22.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by **Juvenile Probation** for the children placed in the Facility by the Judge of Hood County having juvenile jurisdiction.

ARTICLE XXIII
PRISON RAPE ELIMINATION ACT

23.01 Service Provider shall comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile Offenders.

Under PREA, Service Provider shall make available to the CPO all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA §115.387(e) and (f)]

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we here unto affix our signature this 13 day of August, 13
201 13

Hood County

Victoria County Juvenile Justice Center

Probation Department

Beth Paty, UBAW
Chief Juvenile Probation Officer

Don R. Pozzi
Don R. Pozzi, County Judge

Hood County
John Walters, Jr.
Authorized Official

Stephen Williams
Chairman of the Juvenile Board

STATE OF TEXAS

COUNTY OF HOOD

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§
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**WOODWARD YOUTH CORPORATION
(d.b.a. Woodward Academy)**

Contract for Residential Services

October 1, 2013– September 30, 2014

Hood County Juvenile Services, hereinafter called Placing Agent, and Woodward Youth Corporation, d.b.a. Woodward Academy, hereinafter the Service Agency, by this Agreement and in consideration of the mutual promises set forth below agree that:

I. Provisions of Service

The Service Agency agrees to provide the following services, which shall be limited to adjudicated juvenile offenders in licenses juvenile care facilities while juvenile is on Court Probation through Placing Agent:

Residential treatment, basic care, 24-hour supervision, individual and group counseling: Children and adolescents at this level of care have physical, mental and emotional needs, and behaviors that may present a low to moderate risk of causing harm to themselves or others. They require physical environments and treatment programs in which most activities are therapeutically designed to improve social, emotional and educational adaptive behavior. These children may require services, which are integrated into the residential program to assess and monitor admission, discharge, and treatment plans.

- A. For and in consideration of the above-mentioned services, Placing Agent agrees to pay the Service Agency an amount not to exceed **\$138.25** per juvenile per day for students ordered into the Community Residential program. The per diem does include quarterly Parent/Guardian/Placing Agent visits and transportation costs for Hood County Juvenile Services when transporting a new student to the Woodward Academy. This fee does not exceed the actual cost of children in the Service Agency. The Service Agency will not change the per diem cost for a particular juvenile without written acknowledgement of Placing Agent.
- B. Recognizing that part of a juvenile's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this juvenile until his return, Placing Agent will pay the Service Agency the above-agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- C. If a juvenile makes an unauthorized departure from the Service Agency, Placing Agent shall be notified immediately. If the juvenile returns to the Service Agency within ten (10) days or prior to the last billing day of the month, whichever shall occur

first, the Service Agency shall receive payment for those days the juvenile was absent from the Service Agency, but not to exceed ten (10) days payment.

- D. The Service Agency is under no obligation to retain space for the juvenile in unauthorized departure situations; however, every effort should be made to reconcile the incident to both parties' satisfaction.
- E. Payment is to be made monthly. Claim for payment will be submitted no later than ten (10) days from the last day of the month for which payment is being requested.
- F. Each billing should contain the name of the juvenile(s) for whom payment is being requested along with the number of days (stated consecutively) for which payment is requested. Billing should begin no earlier than the Court ordered day of disposition into the program to the end of the month and the first day of the month through the last day of the month thereafter.

II. Individual Program and Family Involvement

- A. Each juvenile placed with the Service Agency shall have a written Individualized Initial Case Plan (ICP) developed within thirty (30) days of placement and in concert with the juvenile and mutually agreed upon by the appropriate Service Agency staff and assigned probation officer. A copy of the Initial Case Plan shall be sent to the probation officer no later than the six (6) weeks after placement.
- B. The goals of the ICP shall be reviewed jointly in writing by the appropriate Service Agency staff, the juvenile, and the assigned probation officer at reasonable intervals, not to exceed ninety (90) days, to assess the juvenile's progress with modification of the ICP being made when needed. A copy of the quarterly reassessments shall be given to the assigned probation officer.
- C. The ICP shall contain the reasons why the placement will benefit the juvenile; shall specify behavioral goals and objectives being sought for each juvenile; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how, if at all, parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the Initial Case Plan to assist in preventing or controlling the juvenile's alleged delinquent behavior or alleged conduct indicating a need for supervision.
- D. The Service Agency shall remain in telephone contact with the assigned probation officer regarding the juvenile's progress and provide a written report of the juvenile's progress upon request.
- E. If a juvenile in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in a disruptive incident, the Service Agency shall notify the juvenile's probation officer or other probation staff within a twenty-four (24) hour period following the incident and ensure that parents, proper authorities, the Placing Agency, or the police are notified if appropriate. A written incident report and/or police report shall be sent to the assigned probation officer no later than five (5) working days after the occurrence.
- F. Placing Agent reserves the right to terminate the juvenile's placement at the Service Agency at its direction. The Service Agency must not release the juvenile to any person other than the Placing Agent without the express consent of Placing Agent.
- G. Placing Agent must approve the juvenile's participation in any furloughs, home visits, or extended agency trips.
- H. Unless otherwise stipulated by Placing Agent, the juvenile may visit freely with parents and relatives at the Service Agency in accordance with established Service Agency policies.

- I. Suspected or alleged cases of child abuse must be immediately reported to the assigned probation officer and the Child Protection Agency of the student's home state.

III. Examination of Program and Records

- A. The Service Agency agrees that it will permit Placing Agent to examine and evaluate its program of services provided under the terms of this Contract. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, and interviews with the staff of the Service Agency and the juvenile
- B. The Service Agency agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Placing Agent and the student's home state, books, documents, and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- C. The Service Agency agrees to maintain these Records for three (3) years after the final payment or until the state-approved audit has been made and all questions there from are resolved.
- D. Service Agent is hereby notified that State funds are used to pay for services rendered to Hill County. For this reason, Service Agent shall account separately for the receipt and expenditure of all funds received from Hood County, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. In the event of an investigation by the Texas Juvenile Probation Commission or Hood County, the Service Agent shall submit to Hood County upon request a financial audit prepared by independent certified public accountant for all services provided pursuant to this agreement.
- E. To the extent, if any provision in this Agreement is in conflict with Tex. Government Code Section 552.001 et seq., as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Hood County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act.

IV. Fee Assessment

- A. Juveniles or their families shall not be assessed fees for services by the Service Agency unless the Court specifies arrangements. This does not preclude reasonable attempts to seek voluntary contributions from families of Hood County juveniles for donations of clothing, personal articles, and funds to assist in supporting a juvenile's rehabilitation.
- B. If a juvenile is eligible for fiscal support from another State agency or organization, the Service Agency shall ensure that Placing Agent is not charged for such fiscal support for which the juvenile is otherwise eligible.
- C. The Woodward Academy will be responsible for the provision and payment for all routine medical care (i.e. admission physical, dental and eye exams). Woodward Academy will be responsible for the provision of all other medical care, however payment for such other (i.e. extraordinary) medical care, e.g. surgery, x-rays, anesthesia, dental extractions, medications, eyeglasses or other corrective lenses, emergency room or other hospital stays, etc. will be made by the child's guardians, the child's guardian's medical insurance and/or Placing Agent. Placing Agency guarantees one or more of the above listed parties will be responsible for payment of such medical services to the child. The Placing Agency further agrees to provide to

Woodward Academy all pertinent information with respect to any medical insurance (State or private) or other third-party payments for which students placed at Woodward Academy may be eligible.

V. Default

- A. Placing Agency may, by written notice of default to the Service Agency, terminate the whole or any part of this Contract in any of the following circumstances:
 - 1. If the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
 - 2. If the Service Agency fails to perform any of the other provisions of this Contract, or so fails to process the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by Placing Agency in writing) after receiving notice of default.

VI. Termination

- A. This Contract may be terminated by either party by giving ten (10) days written notice to the other party hereto of the intention to terminate;
- B. Termination of the juvenile's residence with or receipt of services from the Service Agency shall occur only after notifying the assigned probation officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.
- C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of the receipt of a written copy of the decision, the non-terminating party mails or otherwise furnishes to the terminating party, a written appeal addressed to the Criminal Justice Division or its authorized representative, shall be final and conclusive, absent a showing of fraud, caprice, arbitrariness or gross error implying bad faith, in some court of competent jurisdiction

VII. Law and Venue

In any legal action arising under this Contract, the laws of the student's home state shall apply and venue shall be in the county of the Placing Agency.

VIII. Application Process

The Service Agency shall agree to accept the Placing Agency's Application for Placement of Children in Residential Care for admission review on juveniles referred from Placing Agency. Placing Agency will provide Service Agency with a report on recent physical, dental, psychological, and psychiatric examinations if required by Service Agency and any social history available to the Court.

IX. Contract Period

The Contract Period will begin on the **1st day of October 2013**, and will terminate on the **30th day of September 2014**. This Contract shall automatically renew and extend for an additional one year period on the first day of October of each succeeding year unless County gives written notice to Service Agency not less than thirty (30) days prior to the first day of September of such succeeding anniversary. This renewal and extension is subject to the availability of funds for the contract year, to the allocation of funds to meet the terms of this Contract, and subject to the approval of the Hill County Juvenile Board. This Contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this

Contract, all dates and sums set forth herein shall be deemed modified as necessary to reflect the new and extended term of the Contract.

X. Miscellaneous

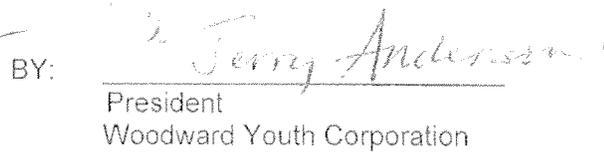
- A. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code Section 16.070, as amended, and any provision to the contrary is hereby deleted.
- B. Service Agency will take affirmative action to ensure that applicants are employed and treated during employment without regard to their race, religion, color, sex, national origin, age or handicap.
- C. Under Texas law, a Contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted.
- D. The parties agree that under the Constitution and laws of the State of Texas, Hood County cannot enter into an Agreement whereby Hood County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Hood County indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.
- E. Service Agency agrees that it shall adopt and implement work place guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees, clients, staff and residents served by the Juvenile Probation Department.
- F. No officer, member or employee of Hood County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.
- G. Services provided under this Agreement shall be provided in accordance with all applicable State and Federal laws and regulations pertinent to the Service Agency's provision of services.
- H. Service Agency certifies compliance with all terms, provisions, and requirements of the Title VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this Contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.
- I. Service Agency certifies the pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this Contract is not ineligible to receive the specified payment(s) and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate,. The Service Agency states that it is not ineligible to receive State or Federal funds due to child support arrearages.
- J. Upon reasonable request from Hood County Juvenile Services or the Hood County District Attorney's Office, Service Provider's employees and agents who have contact with juveniles and their families or who provide program services shall testify

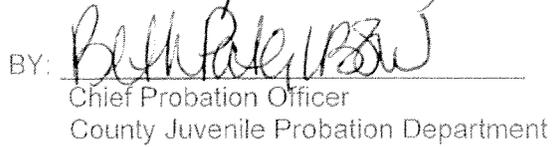
in court and shall not require a subpoena or fail to testify based upon lack of a subpoena, or residing, working, or otherwise being beyond the range of a subpoena.

HOOD COUNTY JUVENILE BOARD

WOODWARD YOUTH CORPORATION
WOODWARD ACADEMY
RESIDENTIAL TREATMENT PROGRAM

BY: 
Chairman
Hood County Juvenile Board

BY: 
President
Woodward Youth Corporation

BY: 
Chief Probation Officer
County Juvenile Probation Department

THE STATE OF TEXAS §
 §
COUNTY OF HOOD §

**AGREEMENT BETWEEN HOOD COUNTY,
HOOD COUNTY JUVENILE BOARD
FOR
NON-RESIDENTIAL SERVICES**

THIS AGREEMENT made and entered into by and between the **HOOD COUNTY JUVENILE PROBATION BOARD**, hereinafter referred to as "**Board**", and **Linda Baley, LPC, LSTOP**, hereinafter referred to as "**Provider**".

WHEREAS, the Federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs to reduce serious and violent juvenile crimes; and

WHEREAS, the **Board** and **Juvenile Probation Department** desire to meet the mandated requirements by securing the **Individual/Family and Group Sex Offender Counseling and Psychosexual Evaluations**, for juveniles; and,

WHEREAS, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing **Individual/Family and Group Sex Offender Counseling and Psychosexual Evaluations** services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

**SECTION I
PURPOSE**

1.01 The purpose of this agreement is to make available to eligible juveniles **Individual/Family and Group Sex Offender counseling and Psychosexual Evaluations**. This

program and service is being established by the **Board** and **Juvenile Probation** to meet the mandates of the Federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The **Board** and **Juvenile Probation** agree to purchase and **Provider** agrees to furnish, during the term of this agreement, to eligible juveniles, **Individual/Family and Group Sex Offender Counseling and Psychosexual Evaluations**, through the direction of the **Hood County Juvenile Probation Department**.

1.04 **Provider** warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychiatrist, psychologist, or other mental health provider, it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the **Board** and **Juvenile Probation**. **Provider** shall accept the **Board's** interpretation of the program and its goals as determinative, and shall consult with the **Board** and **Juvenile Probation** as frequently as may be necessary in order to accomplish the results intended by the **Board and Juvenile Probation's** program.

1.05 **Provider** agrees to implement the program described in order to achieve the performance targets specified by the **Board and Juvenile Probation** regarding:

- A) Rates of successful probation and deferred prosecution completion;
- B) Rates of successful intensive supervision probation completion;
- C) Specifically, 75% or greater of those referred will successfully complete counseling requirements.
- D) At least 50% of the juveniles and families completing

counseling will show improved individual and/or family functioning.
Failure to meet specified performance targets or to comply with contractual provisions will result in sanctions, up to and including termination of the contract.

1.06 **Provider** warrants that any and all persons providing services under this contract are fully licensed and qualified to provide such services. **Provider** will submit to the **Juvenile Probation Department** the credentials of all persons performing services under this contract. **Provider** is prohibited from subcontracting with other providers in association with this agreement.

SECTION II
TERM

2.01 Term of this agreement is from **September 1, 2013** through **August 31, 2014** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION III
TERMINATION

3.01 This agreement may be terminated by the **Provider** at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to **Hood County Juvenile Probation Board**. Notice to the **Board** and **Juvenile Probation Department** shall be delivered to:

Honorable Ralph H. Walton, Jr.
Juvenile Board Chairman
Hood County
1200 West Pearl Street
Granbury, Texas 76048

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

3.02 This Agreement may be terminated by the Juvenile Probation Department immediately if the Provider is negligent or does not abide by the contract.

3.03 Prior to termination of a professional relationship with a child for any reason, the party terminating the relationship must take all reasonable steps to facilitate the transfer of responsibility for the child to a qualified service provider, if necessary to prevent physical or emotional harm, and if not precluded by the patient or client's conduct, provides appropriate pre-termination counseling referral (adopted from the Texas Administrative Code Title 22 Section 465.21d).

SECTION IV ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by **Board** and **Juvenile Probation** in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to **Provider** on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION V BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period **September 1, 2013 through August 31, 2014**. **Board** shall pay **Provider** the sum of \$ 65.00 per hour for Individual/Family Sex Offender Counseling, \$ 75.00 per session for Parent Sex Offender Counseling, \$250.00 per report for Psychosexual Evaluations, \$45.00 per Group Counseling Session.

5.02 **Provider** shall submit its bill to **Hood County Juvenile Probation Department**
Non-Residential Contract 08/01/2013

for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the fifth (5th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, the date of service, a brief description of the services provided, typed progress reports and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, **Board** shall compensate **Provider** for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time **Individual/Family and Group Sex Offender Counseling and Psychosexual Evaluations**, was performed during the contract term.

SECTION VI **SERVICES PROVIDED**

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment, and not be applied against any hourly billing.

SECTION VII **LOCATION**

7.01 It is understood and agreed by the parties that **Individual/Family and Group Sex Offender Counseling and Psychosexual Evaluations** shall be at the time and location as prescribed and directed by **Provider**, which must be approved by the **Hood County Juvenile Probation Department**.

Non-Residential Contract 08/01/2013

SECTION VIII
REPORTS AND CONSULTATION

8.01 **Provider** shall prepare and deliver a typed report to the **Hood County Juvenile Probation Department** of each evaluation. Typed progress reports are to be submitted timely, no later than the fifth (5th) of the following month in which psychotherapy services were rendered.

8.02 In addition to the **Individual/Family and Group Sex Offender Counseling and Psychosexual Evaluations**, provided in this agreement, **Provider** agrees to provide consultation for the **Hood County Juvenile Probation Department** on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION IX
DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or **Provider's** responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 **Provider**, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION X
ASSIGNMENTS

10.01 **Provider** shall not assign this agreement without prior written approval of the **Board and Juvenile Probation**, subject to such conditions and provisions as the **Board and Juvenile Probation** may deem necessary. No such approval by the **Board and Juvenile Probation** of any assignment shall be deemed in any event or in any manner to provide for the

incurrence of any obligation of the **Board** in addition to the total agreed upon price. Approval by the **Board** of the assignment should not be deemed a waiver of any right accrued or accruing against **Provider**. No assignee of **Provider** shall assign any agreement without prior written approval of the **Board**

SECTION XI
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, **Provider** is an independent contractor and not an employee of the County. No statement contained in this agreement shall be construed so as to find **Provider** an employee of the County, and **Provider** shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting **Provider** (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. **Provider** is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION XII
SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event,

either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION XIII
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION XIV
SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by **Provider** not specifically provided in the agreement will be allowed by the **Board** nor shall **Provider** do any work or furnish any material not covered by the agreement, unless this is approved in writing by the **Board** and **Juvenile Probation**. Such approval shall be considered to be a modification of the agreement.

SECTION XV
WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the **Board** and **Juvenile Probation**.

SECTION XVI
COMPLIANCE WITH LAWS AND REGULATIONS

16.01 In providing all services pursuant to this contract, **Provider** shall abide by all

statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle the **Board and Juvenile Probation** to terminate this contract immediately upon delivery of written notice of termination to **Provider**.

16.02 **Audit of PROVIDER.** PROVIDER understands that acceptance of state funds under this agreement acts as an acknowledgement and an acceptance of the authority of the State Auditor's Office, the Texas Juvenile Probation Commission or any successor agency, to conduct an audit or investigation in connection with those funds and PROVIDER agrees to full cooperation with any such audit. As a vendor with Hood County Juvenile Probation I am eligible under section 231.066 of the Texas Family Code to receive State Funds.

SECTION XVII **PROVIDER ELIGIBILITY**

17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts. In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify 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 shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

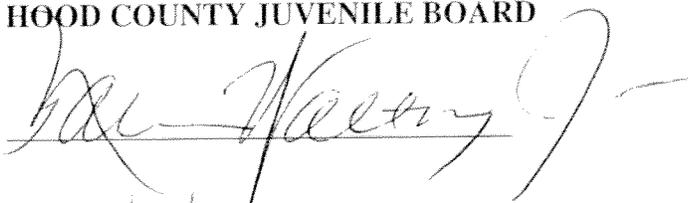
SECTION XVIII **RETENTION OF RECORDS**

18.01 Provider shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved, whichever is later.

18.02 Provider agrees to make all applicable records available for inspection by appropriate representatives of the Board or Juvenile Probation, so that the Board or Juvenile Probation may ensure performance of and compliance with contractual provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

HOOD COUNTY JUVENILE BOARD

By: 

Date: 8/21/13

Linda L. Bailey - LINDA L. BAILEY

Provider

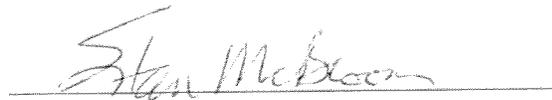
By: Linda L. Bailey, LLC, LSOTP

Signature

Date: 8-24-13

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Hood County under and within the foregoing contract.



Stan McBroom, County Auditor

THE STATE OF TEXAS §
 §
COUNTY OF HOOD §

**AGREEMENT BETWEEN HOOD COUNTY,
HOOD COUNTY JUVENILE BOARD
FOR
NON-RESIDENTIAL SERVICES**

THIS AGREEMENT made and entered into by and between the **HOOD COUNTY JUVENILE PROBATION BOARD**, hereinafter referred to as "**Board**", and **Gary Hively, LCDC, CART**, hereinafter referred to as "**Provider**".

WHEREAS, the Federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs to reduce serious and violent juvenile crimes; and

WHEREAS, the **Board** and **Juvenile Probation Department** desire to meet the mandated requirements by securing the **Individual/Family/Group Education**, for juveniles; and,

WHEREAS, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing **Individual/Family/Group Education** services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION I
PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles **Individual/Family/Group Education**. This program and service is being established by the **Board** and **Juvenile Probation** to meet the mandates of the Federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division

(CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The **Board** and **Juvenile Probation** agree to purchase and **Provider** agrees to furnish, during the term of this agreement, to eligible juveniles, Individual/Family/Group Substance Abuse Education, Substance Abuse Evaluations/Assessments through the direction of the **Hood County Juvenile Probation Department**.

1.04 **Provider** warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychiatrist, psychologist, or other mental health provider, it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the **Board** and **Juvenile Probation**. **Provider** shall accept the **Board's** interpretation of the program and its goals as determinative, and shall consult with the **Board** and **Juvenile Probation** as frequently as may be necessary in order to accomplish the results intended by the **Board and Juvenile Probation's** program.

1.05 **Provider** agrees to implement the program described in order to achieve the performance targets specified by the **Board and Juvenile Probation** regarding:

- A) Rates of successful probation and deferred prosecution completion;
- B) Rates of successful intensive supervision probation completion;
- C) Specifically, 75% or greater of those referred will successfully complete counseling requirements.
- D) At least 50% of the juveniles and families completing counseling will show improved individual and/or family functioning.

Failure to meet specified performance targets or to comply with contractual provisions will result in sanctions, up to and including termination of the contract.

1.06 **Provider** warrants that any and all persons providing services under this contract are fully licensed and qualified to provide such services. **Provider** will submit to the **Juvenile Probation Department** the credentials of all persons performing services under this contract. **Provider** is prohibited from subcontracting with other providers in association with this agreement.

SECTION II **TERM**

2.01 Term of this agreement is from **September 1, 2013** through **August 31, 2014** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION III **TERMINATION**

3.01 This agreement may be terminated by the **Provider** at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to **Hood County Juvenile Probation Board**. Notice to the **Board** and **Juvenile Probation Department** shall be delivered to:

Honorable Ralph H. Walton, Jr.
Juvenile Board Chairman
Hood County
1200 West Pearl Street
Granbury, Texas 76048

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

3.02 This Agreement may be terminated by the Juvenile Probation Department immediately if the Provider is negligent or does not abide by the contract.

3.03 Prior to termination of a professional relationship with a child for any reason, the party

terminating the relationship must take all reasonable steps to facilitate the transfer of responsibility for the child to a qualified service provider, if necessary to prevent physical or emotional harm, and if not precluded by the patient or client's conduct, provides appropriate pre-termination counseling referral (adopted from the Texas Administrative Code Title 22 Section 465.21d).

SECTION IV **ELIGIBILITY FOR SERVICES**

4.01 The eligibility of juveniles to receive services hereunder shall be determined by **Board** and **Juvenile Probation** in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to **Provider** on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION V **BILLING AND PAYMENT**

5.01 As compensation for all services provided hereunder for the period **September 1, 2013 through August 31, 2014**. **Board** shall pay **Provider** the sum of \$ 55.00 per hour individual/family assessment, \$55.00 per hour individual sessions, \$55.00 per hour for family counseling and \$125.00 per session for group sessions.

5.02 **Provider** shall submit its bill to **Hood County Juvenile Probation Department** for services rendered pursuant to this agreement on or after the first (1st) day of the month and no

later than the fifth (5th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, the date of service, a brief description of the services provided, typed progress reports and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, **Board** shall compensate **Provider** for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time **Individual/Family/Group Education**, was performed during the contract term.

SECTION VI
SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment, and not be applied against any hourly billing.

SECTION VII
LOCATION

7.01 It is understood and agreed by the parties that **Individual/Family/Group Education**, shall be at the time and location as prescribed and directed by **Provider**, which must be approved by the **Hood County Juvenile Probation Department**.

SECTION VIII
REPORTS AND CONSULTATION

8.01 **Provider** shall prepare and deliver a typed report to the **Hood County Juvenile Probation Department** of each evaluation. Typed progress reports are to be submitted timely, no later than the fifth (5th) of the following month in which psychotherapy services were rendered.

8.02 In addition to the **Individual/Family Counseling**, provided in this agreement, **Provider** agrees to provide consultation for the **Hood County Juvenile Probation Department** on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION IX **DATA PRIVACY**

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or **Provider's** responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 **Provider**, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION X **ASSIGNMENTS**

10.01 **Provider** shall not assign this agreement without prior written approval of the **Board** and **Juvenile Probation**, subject to such conditions and provisions as the **Board** and **Juvenile Probation** may deem necessary. No such approval by the **Board** and **Juvenile Probation** of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the **Board** in addition to the total agreed upon price. Approval by the **Board** of the assignment should not be deemed a waiver of any right accrued or accruing against **Provider**. No assignee of **Provider** shall assign any agreement without prior written

approval of the **Board**

SECTION XI
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, **Provider** is an independent contractor and not an employee of the County. No statement contained in this agreement shall be construed so as to find **Provider** an employee of the County, and **Provider** shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting **Provider** (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. **Provider** is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION XII
SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION XIII
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION XIV
SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by **Provider** not specifically provided in the agreement will be allowed by the **Board** nor shall **Provider** do any work or furnish any material not covered by the agreement, unless this is approved in writing by the **Board** and **Juvenile Probation**. Such approval shall be considered to be a modification of the agreement.

SECTION XV
WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the **Board** and **Juvenile Probation**.

SECTION XVI
COMPLIANCE WITH LAWS AND REGULATIONS

16.01 In providing all services pursuant to this contract, **Provider** shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle

the **Board** and **Juvenile Probation** to terminate this contract immediately upon delivery of written notice of termination to **Provider**.

16.02 **Audit of PROVIDER.** PROVIDER understands that acceptance of state funds under this agreement acts as an acknowledgement and an acceptance of the authority of the State Auditor's Office, the Texas Juvenile Probation Commission or any successor agency, to conduct an audit or investigation in connection with those funds and PROVIDER agrees to full cooperation with any such audit. As a vendor with Hood County Juvenile Probation I am eligible under section 231.066 of the Texas Family Code to receive State Funds.

SECTION XVII
PROVIDER ELIGIBILITY

17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts. In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify 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 shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

SECTION XVIII
RETENTION OF RECORDS

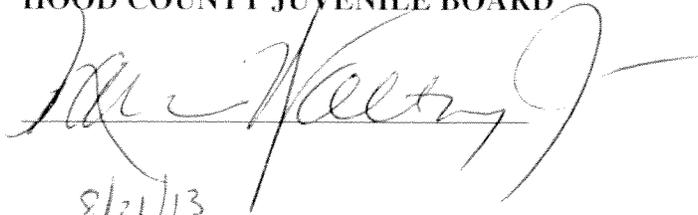
18.01 **Provider** shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved, whichever is later.

18.02 **Provider** agrees to make all applicable records available for inspection by

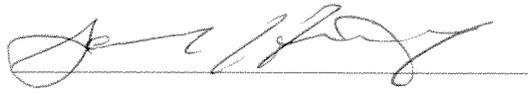
appropriate representatives of the **Board** or **Juvenile Probation**, so that the **Board** or **Juvenile Probation** may ensure performance of and compliance with contractual provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

HOOD COUNTY JUVENILE BOARD

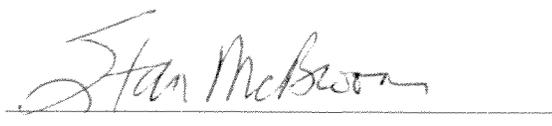
By: 
Date: 8/21/13


Provider

By: 
Signature
Date: 8-23-13

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Hood County under and within the foregoing contract.


Stan McBroom, County Auditor

THE STATE OF TEXAS

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§

COUNTY OF HOOD

**AGREEMENT BETWEEN HOOD COUNTY,
HOOD COUNTY JUVENILE BOARD
FOR
NON-RESIDENTIAL SERVICES**

THIS AGREEMENT made and entered into by and between the **HOOD COUNTY JUVENILE PROBATION BOARD**, hereinafter referred to as "**Board**", and **Granbury Regional Juvenile Justice Center** hereinafter referred to as "**Provider**".

WHEREAS, the Federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs to reduce serious and violent juvenile crimes; and

WHEREAS, the **Board** and **Juvenile Probation Department** desire to meet the mandated requirements by securing **Psychological Evaluations, Alcohol/Drug Evaluations, Individual/Family/Group Counseling, Individual/Family/Group Drug/Alcohol Counseling, Anger Management, Life Skills, Parenting Skills and Aftercare Services** for juveniles; and,

WHEREAS, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing **Psychological Evaluations, Alcohol/Drug Evaluations, Individual/Family/Group Counseling, and Individual/Family/Group Drug/Alcohol Counseling, Anger Management, Life Skills, Parenting Skills and Aftercare Services**.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION I
PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles **Psychological Evaluations, Alcohol/Drug Evaluations, Individual/Family/Group Counseling, Individual/Family/Group Drug/Alcohol Counseling, Anger Management, Life Skills, Parenting Skills and Aftercare Services**. This program and service is being established by the **Board and Juvenile Probation** to meet the mandates of the Federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The **Board and Juvenile Probation** agree to purchase and **Provider** agrees to furnish, during the term of this agreement, to eligible juveniles, **Psychological Evaluations, Alcohol/Drug Evaluations, Individual/Family/Group Counseling, Individual/Family/Group Drug/Alcohol Counseling, Anger Management, Life Skills, Parenting Skills and Aftercare Services** through the direction of the **Hood County Juvenile Probation Department**.

1.04 **Provider** warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychiatrist, psychologist, or other mental health provider, it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the **Board and Juvenile Probation**. **Provider** shall accept the **Board's** interpretation of the program and its goals as determinative, and shall consult with the **Board and Juvenile Probation** as frequently as may be necessary in order to accomplish the results intended by the **Board and Juvenile Probation's** program.

1.05 **Provider** agrees to implement the program described in order to achieve the

performance targets specified by the **Board and Juvenile Probation** regarding:

- A) Rates of successful probation and deferred prosecution completion;
- B) Rates of successful intensive supervision probation completion;
- C) Specifically, 75% or greater of those referred will successfully complete counseling requirements.
- D) At least 50% of the juveniles and families completing counseling will show improved individual and/or family functioning.

Failure to meet specified performance targets or to comply with contractual provisions will result in sanctions, up to and including termination of the contract.

1.06 **Provider** warrants that any and all persons providing services under this contract are fully licensed and/or qualified to provide such services. **Provider** will submit to the **Juvenile Probation Department** the credentials of all persons performing services under this contract. **Provider** is prohibited from subcontracting with other providers in association with this agreement.

SECTION II **TERM**

2.01 Term of this agreement is from **September 1, 2013** through **August 31, 2014** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION III **TERMINATION**

3.01 This agreement may be terminated by the **Provider** at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to **Hood County Juvenile Probation Board**. Notice to the **Board and Juvenile Probation Department** shall be delivered to:

Honorable Ralph H. Walton, Jr.
Juvenile Board Chairman
Hood County
1200 West Pearl Street
Granbury, Texas 76048

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

3.02 This Agreement may be terminated by the Juvenile Probation Department immediately if the Provider is negligent or does not abide by the contract.

3.03 Prior to termination of a professional relationship with a child for any reason, the party terminating the relationship must take all reasonable steps to facilitate the transfer of responsibility for the child to a qualified service provider, if necessary to prevent physical or emotional harm, and if not precluded by the patient or client's conduct, provides appropriate pre-termination counseling referral (adopted from the Texas Administrative Code Title 22 Section 465.21d).

SECTION IV **ELIGIBILITY FOR SERVICES**

4.01 The eligibility of juveniles to receive services hereunder shall be determined by **Board** and **Juvenile Probation** in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to **Provider** on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct Supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION V **BILLING AND PAYMENT**

5.01 As compensation for all services provided hereunder for the period **September 1, 2013 through August 31, 2014**. **Board** shall pay **Provider** the sum of \$ 50.00 per week per person for Life Skills Group, \$ 300.00, per family, for Parent/Juvenile Outreach Program, \$ 450.00 per month for substance abuse group counseling, \$ 65.00 per session, for individual substance abuse counseling, \$ 65.00 per session, for individual counseling, \$ 450.00 per month, for general group counseling, \$ 200.00 per session, for family therapy, \$ 30.00 per person, per

session, for parenting counseling/education, \$ 40.00 per person, per session, for aftercare intensive counseling, \$ 425.00 per report for psychological evaluations and \$50.00 per Alcohol/Drug Evaluation.

5.02 **Provider** shall submit its bill to **Hood County Juvenile Probation Department** for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, the date of service, a brief description of the services provided, typed progress reports and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, **Board** shall compensate **Provider** for all services actually provided hereunder on a per session or per month basis, depending on program/service attended during the contract term.

SECTION VI **SERVICES PROVIDED**

6.01 It is understood by all parties that the Provider shall supply a facilitator for each program and all scheduled appointments shall be billed accordingly.

SECTION VII **LOCATION**

7.01 It is understood and agreed by the parties that **Psychological Evaluations, Alcohol/Drug Evaluations, Individual/Family/Group Counseling, Individual/Family/Group**

Drug/Alcohol Counseling, Anger Management, Life Skills, Parenting Skills and Aftercare Services shall be at the time and location as prescribed and directed by **Provider**, which must be approved by the **Hood County Juvenile Probation Department**.

SECTION VIII
REPORTS AND CONSULTATION

8.01 **Provider** shall prepare and deliver a typed report to the **Hood County Juvenile Probation Department** of each evaluation. Typed progress reports are to be submitted timely, no later than the tenth (10th) of the following month in which psychotherapy services were rendered.

8.02 In addition to the **Psychological Evaluations, Alcohol/Drug Evaluations, Individual/Family/Group Counseling, Individual/Family/Group Drug/Alcohol Counseling, Anger Management, Life Skills, Parenting Skills and Aftercare Services** provided in this agreement, **Provider** agrees to provide consultation for the **Hood County Juvenile Probation Department** on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION IX
DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or **Provider's** responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 **Provider**, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION X
ASSIGNMENTS

10.01 **Provider** shall not assign this agreement without prior written approval of the **Board** and **Juvenile Probation**, subject to such conditions and provisions as the **Board** and **Juvenile Probation** may deem necessary. No such approval by the **Board** and **Juvenile Probation** of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the **Board** in addition to the total agreed upon price. Approval by the **Board** of the assignment should not be deemed a waiver of any right accrued or accruing against **Provider**. No assignee of **Provider** shall assign any agreement without prior written approval of the **Board**.

SECTION XI
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, **Provider** is an independent contractor and not an employee of the County. No statement contained in this agreement shall be construed so as to find **Provider** an employee of the County, and **Provider** shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting **Provider** (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. **Provider** is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION XII
SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION XIII
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION XIV
SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by **Provider** not specifically provided in the agreement will be allowed by the **Board** nor shall **Provider** do any work or furnish any material not covered by the agreement, unless this is approved in writing by the **Board** and **Juvenile Probation**. Such approval shall be considered to be a modification of the agreement.

SECTION XV
WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be

modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the **Board** and **Juvenile Probation**.

SECTION XVI
COMPLIANCE WITH LAWS AND REGULATIONS

16.01 In providing all services pursuant to this contract, **Provider** shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle the **Board** and **Juvenile Probation** to terminate this contract immediately upon delivery of written notice of termination to **Provider**.

16.02 **Audit of PROVIDER.** PROVIDER understands that acceptance of state funds under this agreement acts as an acknowledgement and an acceptance of the authority of the State Auditor's Office, the Texas Juvenile Probation Commission or any successor agency, to conduct an audit or investigation in connection with those funds and PROVIDER agrees to full cooperation with any such audit. As a vendor with Hood County Juvenile Probation I am eligible under section 231.066 of the Texas Family Code to receive State Funds.

SECTION XVII
PROVIDER ELIGIBILITY

17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts. In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify 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 shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

SECTION XVIII
RETENTION OF RECORDS

18.01 **Provider** shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved, whichever is later.

18.02 **Provider** agrees to make all applicable records available for inspection by appropriate representatives of the **Board** or **Juvenile Probation**, so that the **Board** or **Juvenile Probation** may ensure performance of and compliance with contractual provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

HOOD COUNTY JUVENILE BOARD

By: 

Date: 8/21/13

Granbury Regional Juvenile Justice Center

Provider

By: 

Angela B. Lowe, Facility Administrator

Date: _____

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Hood County under and within the foregoing contract.

A handwritten signature in cursive script, reading "Stan McBeon", is written above a horizontal line.

County Auditor

THE STATE OF TEXAS

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§
§

COUNTY OF HOOD

**AGREEMENT BETWEEN HOOD COUNTY,
HOOD COUNTY JUVENILE BOARD
FOR
NON-RESIDENTIAL SERVICES**

THIS AGREEMENT made and entered into by and between the **HOOD COUNTY JUVENILE PROBATION BOARD**, hereinafter referred to as "**Board**", and **Lena Pope Home**, hereinafter referred to as "**Provider**".

WHEREAS, the Federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs to reduce serious and violent juvenile crimes; and

WHEREAS, the **Board** and **Juvenile Probation Department** desire to meet the mandated requirements by securing the **Individual/Family Counseling**, for juveniles; and,

WHEREAS, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing **Individual/Family Counseling** services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

**SECTION I
PURPOSE**

1.01 The purpose of this agreement is to make available to eligible juveniles **Individual/Family Counseling**. This program and service is being established by the **Board** and **Juvenile Probation** to meet the mandates of the Federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to

purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The **Board** and **Juvenile Probation** agree to purchase and **Provider** agrees to furnish, during the term of this agreement, to eligible juveniles, **Individual/Family Counseling**, through the direction of the **Hood County Juvenile Probation Department**.

1.04 **Provider** warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychiatrist, psychologist, or other mental health provider, it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the **Board** and **Juvenile Probation**. **Provider** shall accept the **Board's** interpretation of the program and its goals as determinative, and shall consult with the **Board** and **Juvenile Probation** as frequently as may be necessary in order to accomplish the results intended by the **Board and Juvenile Probation's** program.

1.05 **Provider** agrees to implement the program described in order to achieve the performance targets specified by the **Board and Juvenile Probation** regarding:

- A) Rates of successful probation and deferred prosecution completion;
- B) Rates of successful intensive supervision probation completion;
- C) Specifically, 75% or greater of those referred will successfully complete counseling requirements.
- D) At least 50% of the juveniles and families completing counseling will show improved individual and/or family functioning.

Failure to meet specified performance targets or to comply with contractual provisions will result in sanctions, up to and including termination of the contract.

1.06 **Provider** warrants that any and all persons providing services under this contract are fully licensed and qualified to provide such services. **Provider** will submit to the **Juvenile**

Probation Department the credentials of all persons performing services under this contract. **Provider** is prohibited from subcontracting with other providers in association with this agreement.

SECTION II TERM

2.01 Term of this agreement is from **September 1, 2013** through **August 31, 2014** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION III TERMINATION

3.01 This agreement may be terminated by the **Provider** at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to **Hood County Juvenile Probation Board**. Notice to the **Board** and **Juvenile Probation Department** shall be delivered to:

Honorable Ralph H. Walton, Jr.
Juvenile Board Chairman
Hood County
1200 West Pearl Street
Granbury, Texas 76048

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

3.02 This Agreement may be terminated by the Juvenile Probation Department immediately if the Provider is negligent or does not abide by the contract.

3.03 Prior to termination of a professional relationship with a child for any reason, the party terminating the relationship must take all reasonable steps to facilitate the transfer of responsibility for the child to a qualified service provider, if necessary to prevent physical or emotional harm, and if not precluded by the patient or client's conduct, provides appropriate pre-termination counseling referral (adopted from the Texas Administrative

SECTION IV
ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by **Board** and **Juvenile Probation** in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to **Provider** on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION V
BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period **September 1, 2013 through August 31, 2014**. **Board** shall pay **Provider** the sum of \$ 155.00 per individual/family assessment, \$85.00 per hour individual counseling, \$85.00 per hour for family counseling.

5.02 **Provider** shall submit its bill to **Hood County Juvenile Probation Department** for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the fifth (5th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, the date of service, a brief description of the services provided, typed progress reports and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the

procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, **Board** shall compensate **Provider** for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time **Individual/Family Counseling**, was performed during the contract term.

SECTION VI SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment, and not be applied against any hourly billing.

SECTION VII LOCATION

7.01 It is understood and agreed by the parties that **Individual/Family Counseling**, shall be at the time and location as prescribed and directed by **Provider**, which must be approved by the **Hood County Juvenile Probation Department**.

SECTION VIII REPORTS AND CONSULTATION

8.01 **Provider** shall prepare and deliver a typed report to the **Hood County Juvenile Probation Department** of each evaluation. Typed progress reports are to be submitted timely, no later than the fifth (5th) of the following month in which psychotherapy services were rendered.

8.02 In addition to the **Individual/Family Counseling**, provided in this agreement, **Provider** agrees to provide consultation for the **Hood County Juvenile Probation Department**

on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION IX
DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or **Provider's** responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 **Provider**, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION X
ASSIGNMENTS

10.01 **Provider** shall not assign this agreement without prior written approval of the **Board** and **Juvenile Probation**, subject to such conditions and provisions as the **Board** and **Juvenile Probation** may deem necessary. No such approval by the **Board** and **Juvenile Probation** of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the **Board** in addition to the total agreed upon price. Approval by the **Board** of the assignment should not be deemed a waiver of any right accrued or accruing against **Provider**. No assignee of **Provider** shall assign any agreement without prior written approval of the **Board**

SECTION XI
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, **Provider** is an independent contractor and not an employee of the County. No statement contained in this

agreement shall be construed so as to find **Provider** an employee of the County, and **Provider** shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting **Provider** (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. **Provider** is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION XII SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION XIII ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and

duly signed by the parties.

SECTION XIV
SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by **Provider** not specifically provided in the agreement will be allowed by the **Board** nor shall **Provider** do any work or furnish any material not covered by the agreement, unless this is approved in writing by the **Board** and **Juvenile Probation**. Such approval shall be considered to be a modification of the agreement.

SECTION XV
WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the **Board** and **Juvenile Probation**.

SECTION XVI
COMPLIANCE WITH LAWS AND REGULATIONS

16.01 In providing all services pursuant to this contract, **Provider** shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle the **Board** and **Juvenile Probation** to terminate this contract immediately upon delivery of written notice of termination to **Provider**.

16.02 **Audit of PROVIDER** PROVIDER understands that acceptance of state funds under this agreement acts as an acknowledgement and an acceptance of the authority of the State Auditor's Office, the Texas Juvenile Probation Commission or any successor agency, to conduct

an audit or investigation in connection with those funds and PROVIDER agrees to full cooperation with any such audit. As a vendor with Hood County Juvenile Probation I am eligible under section 231.066 of the Texas Family Code to receive State Funds.

SECTION XVII
PROVIDER ELIGIBILITY

17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts. In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify 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 shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

SECTION XVIII
RETENTION OF RECORDS

18.01 **Provider** shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved, whichever is later.

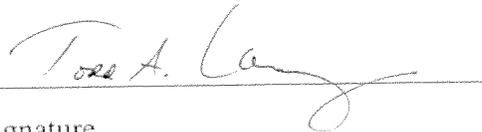
18.02 **Provider** agrees to make all applicable records available for inspection by appropriate representatives of the **Board** or **Juvenile Probation**, so that the **Board** or **Juvenile Probation** may ensure performance of and compliance with contractual provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

HOOD COUNTY JUVENILE BOARD

By: 
Date: 8/21/13

Lena Pope Home
Provider

By: 
Signature
Date: 8/26/13

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Hood County under and within the foregoing contract.


Stan McBroom, County Auditor

THE STATE OF TEXAS

§
§
§

COUNTY OF HOOD

**AGREEMENT BETWEEN HOOD COUNTY,
HOOD COUNTY JUVENILE BOARD
FOR
NON-RESIDENTIAL SERVICES**

THIS AGREEMENT made and entered into by and between the **HOOD COUNTY JUVENILE BOARD**, hereinafter referred to as "**Board**", and **Heather Brogan-McCarty** hereinafter referred to as "**Provider**".

WHEREAS, the Federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs to reduce serious and violent juvenile crimes; and

WHEREAS, the **Board** and **Juvenile Probation Department** desire to meet the mandated requirements by securing the **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** for juveniles; and,

WHEREAS, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing, **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION I
PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management.** This program and service is being established by the **Board and Juvenile Probation** to meet the mandates of the Federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The **Board and Juvenile Probation** agree to purchase and **Provider** agrees to furnish, during the term of this agreement, to eligible juveniles, **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol counseling, Parenting Classes, Anger Management** through the direction of the **Hood County Juvenile Probation Department.**

1.04 **Provider** warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychiatrist, psychologist, or other mental health provider, it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the **Board and Juvenile Probation.** **Provider** shall accept the **Board's** interpretation of the program and its goals as determinative, and shall consult with the **Board and Juvenile Probation** as frequently as may be necessary in

order to accomplish the results intended by the **Board and Juvenile Probation's** program.

1.05 **Provider** agrees to implement the program described in order to achieve the performance targets specified by the **Board and Juvenile Probation** regarding:

- A) Rates of successful probation and deferred prosecution completion;
- B) Rates of successful intensive supervision probation completion;
- C) Specifically, 75% or greater of those referred will successfully complete counseling requirements.
- D) At least 50% of the juveniles and families completing counseling will show improved individual and/or family functioning.

Failure to meet specified performance targets or to comply with contractual provisions will result in sanctions, up to and including termination of the contract.

1.06 **Provider** warrants that any and all persons providing services under this contract are fully licensed and qualified to provide such services. **Provider** will submit to the **Juvenile Probation Department** the credentials of all persons performing services under this contract. **Provider** is prohibited from subcontracting with other providers in association with this agreement.

SECTION II **TERM**

2.01 Term of this agreement is from **September 1, 2013** through **August 31, 2014** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION III **TERMINATION**

3.01 This agreement may be terminated by the **Provider** at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to **Hood County Juvenile Board**. Notice to the **Board and Juvenile Probation Department** shall be delivered to:

Honorable Ralph H. Walton, Jr.
Juvenile Board Chairman
Hood County
1200 West Pearl Street
Granbury, Texas 76048

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

3.02 This Agreement may be terminated by the Juvenile Probation Department immediately if the Provider is negligent or does not abide by the contract.

3.03 Prior to termination of a professional relationship with a child for any reason, the party terminating the relationship must take all reasonable steps to facilitate the transfer of responsibility for the child to a qualified service provider, if necessary to prevent physical or emotional harm, and if not precluded by the patient or client's conduct, provides appropriate pre-termination counseling referral (adopted from the Texas Administrative Code Title 22 Section 465.21d).

SECTION IV **ELIGIBILITY FOR SERVICES**

4.01 The eligibility of juveniles to receive services hereunder shall be determined by **The JUVENILE Board** and **Juvenile Probation** in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to **Provider** on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION V
BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period **September 1, 2013 through August 31, 2014**. **Board** shall pay **Provider** the sum of \$ 100.00 per session for Individual Counseling, \$100.00 per session for family counseling, and \$N/A per session for all group counseling programs provided.

5.02 **Provider** shall submit its bill to **Hood County Juvenile Probation Department** for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the fifth (5th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, the date of service, a brief description of the services provided, typed progress reports and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, **Board** shall compensate **Provider** for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** was performed during the contract term.

SECTION VI

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment, and not be applied against any hourly billing.

SECTION VII LOCATION

7.01 It is understood and agreed by the parties that **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** shall be at the time and location as prescribed and directed by **Provider**, which must be approved by the **Hood County Juvenile Probation Department**.

SECTION VIII REPORTS AND CONSULTATION

8.01 **Provider** shall prepare and deliver a typed report to the **Hood County Juvenile Probation Department** of each evaluation. Typed progress reports are to be submitted timely, no later than the fifth (5th) of the following month in which psychotherapy services were rendered.

8.02 In addition to the **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** provided in this agreement, **Provider** agrees to provide consultation for the **Hood County Juvenile Probation Department** on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION IX DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in

violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or **Provider's** responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 **Provider**, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION X **ASSIGNMENTS**

10.01 **Provider** shall not assign this agreement without prior written approval of the **Board** and **Juvenile Probation**, subject to such conditions and provisions as the **Board** and **Juvenile Probation** may deem necessary. No such approval by the **Board** and **Juvenile Probation** of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the **Board** in addition to the total agreed upon price. Approval by the **Board** of the assignment should not be deemed a waiver of any right accrued or accruing against **Provider**. No assignee of **Provider** shall assign any agreement without prior written approval of the **Board**

SECTION XI **INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP**

11.01 It is agreed by the parties that all times and for all purposes hereunder, **Provider** is an independent contractor and not an employee of the County. No statement contained in this agreement shall be construed so as to find **Provider** an employee of the County, and **Provider**

shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting **Provider** (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. **Provider** is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION XII
SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION XIII
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions,

or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION XIV
SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by **Provider** not specifically provided in the agreement will be allowed by the **Board** nor shall **Provider** do any work or furnish any material not covered by the agreement, unless this is approved in writing by the **Board** and **Juvenile Probation**. Such approval shall be considered to be a modification of the agreement.

SECTION XV
WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the **Board** and **Juvenile Probation**.

SECTION XVI
COMPLIANCE WITH LAWS AND REGULATIONS

16.01 In providing all services pursuant to this contract, **Provider** shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle the **Board** and **Juvenile Probation** to terminate this contract immediately upon delivery of written notice of termination to **Provider**.

16.02 **Audit of PROVIDER.** PROVIDER understands that acceptance of state funds under this agreement acts as an acknowledgement and an acceptance of the authority of the State

Auditor's Office, the Texas Juvenile Probation Commission or any successor agency, to conduct an audit or investigation in connection with those funds and PROVIDER agrees to full cooperation with any such audit. As a vendor with Hood County Juvenile Probation I am eligible under section 231.066 of the Texas Family Code to receive State Funds.

SECTION XVII
PROVIDER ELIGIBILITY

17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments

on State Contracts. In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify 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 shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

SECTION XVIII
RETENTION OF RECORDS

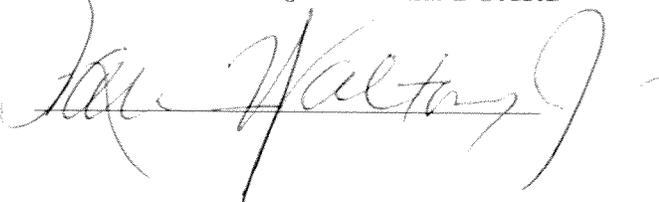
18.01 **Provider** shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved, whichever is later.

18.02 **Provider** agrees to make all applicable records available for inspection by appropriate representatives of the **Board** or **Juvenile Probation**, so that the **Board** or **Juvenile Probation** may ensure performance of and compliance with contractual provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates
Non-Residential Contract 08/01/2013

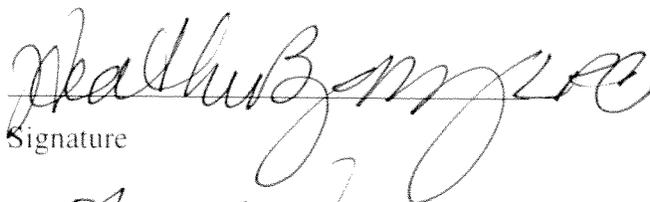
written below.

HOOD COUNTY JUVENILE BOARD

By: 

Date: 8/21/13

Heather Brogan-McCarthy, LPC
Provider

By: 
Signature

Date: 8/27/12

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Hood County under and within the foregoing contract.



Stan McBroom, County Auditor

THE STATE OF TEXAS §
 §
COUNTY OF HOOD §

**AGREEMENT BETWEEN HOOD COUNTY,
HOOD COUNTY JUVENILE BOARD
FOR
NON-RESIDENTIAL SERVICES**

THIS AGREEMENT made and entered into by and between the **HOOD COUNTY JUVENILE PROBATION BOARD**, hereinafter referred to as "**Board**", and **Parnell E. Ryan, Ph. D**, hereinafter referred to as "**Provider**".

WHEREAS, the Federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs to reduce serious and violent juvenile crimes; and

WHEREAS, the **Board** and **Juvenile Probation Department** desire to meet the mandated requirements by securing the **Individual/Family and Group Sex Offender Counseling and Psychosexual Evaluations**, for juveniles; and,

WHEREAS, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing **Individual/Family and Group Sex Offender counseling and Psychosexual Evaluations services**.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION I
PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles **Individual/Family and Group Sex Offender counseling and Psychosexual Evaluations**. This program and service is being established by the **Board** and **Juvenile Probation** to meet the

mandates of the Federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The **Board** and **Juvenile Probation** agree to purchase and **Provider** agrees to furnish, during the term of this agreement, to eligible juveniles, **Individual/Family and Group Sex Offender Counseling and Psychosexual Evaluations**, through the direction of the **Hood County Juvenile Probation Department**.

1.04 **Provider** warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychiatrist, psychologist, or other mental health provider, it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the **Board** and **Juvenile Probation**. **Provider** shall accept the **Board's** interpretation of the program and its goals as determinative, and shall consult with the **Board** and **Juvenile Probation** as frequently as may be necessary in order to accomplish the results intended by the **Board and Juvenile Probation's** program.

1.05 **Provider** agrees to implement the program described in order to achieve the performance targets specified by the **Board and Juvenile Probation** regarding:

- A) Rates of successful probation and deferred prosecution completion;
- B) Rates of successful intensive supervision probation completion;
- C) Specifically, 75% or greater of those referred will successfully complete counseling requirements.
- D) At least 50% of the juveniles and families completing counseling will show improved individual and/or family functioning.

Failure to meet specified performance targets or to comply with contractual provisions will result in sanctions, up to and including termination of the contract.

1.06 **Provider** warrants that any and all persons providing services under this contract are fully licensed and qualified to provide such services. **Provider** will submit to the **Juvenile Probation Department** the credentials of all persons performing services under this contract. **Provider** is prohibited from subcontracting with other providers in association with this agreement.

SECTION II
TERM

2.01 Term of this agreement is from **September 1, 2013** through **August 31, 2014** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION III
TERMINATION

3.01 This agreement may be terminated by the **Provider** at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to **Hood County Juvenile Probation Board**. Notice to the **Board** and **Juvenile Probation Department** shall be delivered to:

Honorable Ralph H. Walton, Jr.
Juvenile Board Chairman
Hood County
1200 West Pearl Street
Granbury, Texas 76048

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

3.02 This Agreement may be terminated by the Juvenile Probation Department immediately if the Provider is negligent or does not abide by the contract.

3.03 Prior to termination of a professional relationship with a child for any reason, the party

terminating the relationship must take all reasonable steps to facilitate the transfer of responsibility for the child to a qualified service provider, if necessary to prevent physical or emotional harm, and if not precluded by the patient or client's conduct, provides appropriate pre-termination counseling referral (adopted from the Texas Administrative Code Title 22 Section 465.21d).

SECTION IV **ELIGIBILITY FOR SERVICES**

4.01 The eligibility of juveniles to receive services hereunder shall be determined by **Board** and **Juvenile Probation** in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to **Provider** on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION V **BILLING AND PAYMENT**

5.01 As compensation for all services provided hereunder for the period **September 1, 2013 through August 31, 2014**. **Board** shall pay **Provider** the sum of \$ 60.00 per hour for Individual Counseling, \$ 65.00 for Family Counseling, \$ 25.00 per family for monthly Parent group, \$500.00 per report for Psychosexual Evaluations, \$400.00 for Psychological Evaluations \$25.00 per member for Group Counseling Session.

5.02 **Provider** shall submit its bill to **Hood County Juvenile Probation Department** for services rendered pursuant to this agreement on or after the first (1st) day of the month and no

later than the fifth (5th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, the date of service, a brief description of the services provided, typed progress reports and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, **Board** shall compensate **Provider** for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time **Individual/Family and Group Sex Offender Counseling and Psychosexual Evaluations**, was performed during the contract term.

SECTION VI **SERVICES PROVIDED**

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment, and not be applied against any hourly billing.

SECTION VII **LOCATION**

7.01 It is understood and agreed by the parties that **Individual/Family and Group Sex Offender Counseling and Psychosexual Evaluations** shall be at the time and location as prescribed and directed by **Provider**, which must be approved by the **Hood County Juvenile Probation Department**.

SECTION VIII

REPORTS AND CONSULTATION

8.01 **Provider** shall prepare and deliver a typed report to the **Hood County Juvenile Probation Department** of each evaluation. Typed progress reports are to be submitted timely, no later than the fifth (5th) of the following month in which psychotherapy services were rendered.

8.02 In addition to the **Individual/Family and Group Sex Offender Counseling and Psychosexual Evaluations**, provided in this agreement, **Provider** agrees to provide consultation for the **Hood County Juvenile Probation Department** on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION IX DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or **Provider's** responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 **Provider**, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION X ASSIGNMENTS

10.01 **Provider** shall not assign this agreement without prior written approval of the **Board** and **Juvenile Probation**, subject to such conditions and provisions as the **Board** and **Juvenile Probation** may deem necessary. No such approval by the **Board** and **Juvenile Probation** of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the **Board** in addition to the total agreed upon price. Approval by

the **Board** of the assignment should not be deemed a waiver of any right accrued or accruing against **Provider**. No assignee of **Provider** shall assign any agreement without prior written approval of the **Board**

SECTION XI
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, **Provider** is an independent contractor and not an employee of the County. No statement contained in this agreement shall be construed so as to find **Provider** an employee of the County, and **Provider** shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting **Provider** (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. **Provider** is to be and shall remain an independent contractor with respect to all services performed under this agreement.

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termination to the other party.

SECTION XIII
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SERVICES NOT PROVIDED FOR

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SECTION XVI
COMPLIANCE WITH LAWS AND REGULATIONS

16.01 In providing all services pursuant to this contract, **Provider** shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such

services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle the **Board** and **Juvenile Probation** to terminate this contract immediately upon delivery of written notice of termination to **Provider**.

16.02 **Audit of PROVIDER.** PROVIDER understands that acceptance of state funds under this agreement acts as an acknowledgement and an acceptance of the authority of the State Auditor's Office, the Texas Juvenile Probation Commission or any successor agency, to conduct an audit or investigation in connection with those funds and PROVIDER agrees to full cooperation with any such audit. As a vendor with Hood County Juvenile Probation I am eligible under section 231.066 of the Texas Family Code to receive State Funds.

SECTION XVII
PROVIDER ELIGIBILITY

17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts. In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify 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 shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

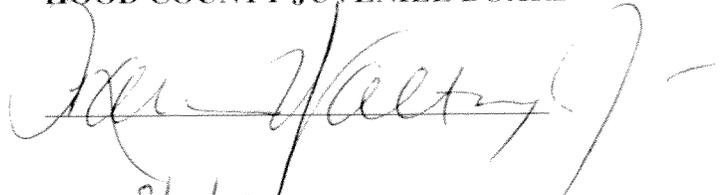
SECTION XVIII
RETENTION OF RECORDS

18.01 **Provider** shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved, whichever is later.

18.02 **Provider** agrees to make all applicable records available for inspection by appropriate representatives of the **Board** or **Juvenile Probation**, so that the **Board** or **Juvenile Probation** may ensure performance of and compliance with contractual provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

HOOD COUNTY JUVENILE BOARD

By: 
Date: 8/21/13

PARNELL RYAN PH.D.

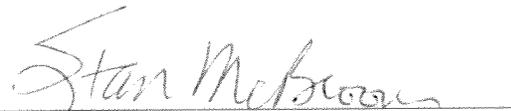
Provider

By: 
Signature

Date: 8/27/13

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Hood County under and within the foregoing contract.



Stan McBroom, County Auditor

THE STATE OF TEXAS §
 §
COUNTY OF HOOD §

**AGREEMENT BETWEEN HOOD COUNTY,
HOOD COUNTY JUVENILE BOARD
FOR
NON-RESIDENTIAL SERVICES**

THIS AGREEMENT made and entered into by and between the **HOOD COUNTY JUVENILE BOARD**, hereinafter referred to as "**Board**", and **Belinda Tuck, LPC**, hereinafter referred to as "**Provider**".

WHEREAS, the Federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs to reduce serious and violent juvenile crimes; and

WHEREAS, the **Board** and **Juvenile Probation Department** desire to meet the mandated requirements by securing the **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** for juveniles; and,

WHEREAS, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing, **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION I
PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management**. This program and service is being established by the **Board** and **Juvenile Probation** to meet the mandates of the Federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The **Board** and **Juvenile Probation** agree to purchase and **Provider** agrees to furnish, during the term of this agreement, to eligible juveniles, **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol counseling, Parenting Classes, Anger Management** through the direction of the **Hood County Juvenile Probation Department**.

1.04 **Provider** warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychiatrist, psychologist, or other mental health provider, it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the **Board** and **Juvenile Probation**. **Provider** shall accept the **Board's** interpretation of the program and its goals as determinative, and shall consult with the **Board** and **Juvenile Probation** as frequently as may be necessary in

order to accomplish the results intended by the **Board and Juvenile Probation's** program.

1.05 **Provider** agrees to implement the program described in order to achieve the performance targets specified by the **Board and Juvenile Probation** regarding:

- A) Rates of successful probation and deferred prosecution completion;
- B) Rates of successful intensive supervision probation completion;
- C) Specifically, 75% or greater of those referred will successfully complete counseling requirements.
- D) At least 50% of the juveniles and families completing counseling will show improved individual and/or family functioning.

Failure to meet specified performance targets or to comply with contractual provisions will result in sanctions, up to and including termination of the contract.

1.06 **Provider** warrants that any and all persons providing services under this contract are fully licensed and qualified to provide such services. **Provider** will submit to the **Juvenile Probation Department** the credentials of all persons performing services under this contract. **Provider** is prohibited from subcontracting with other providers in association with this agreement.

SECTION II **TERM**

2.01 Term of this agreement is from **September 1, 2013** through **August 31, 2014** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION III **TERMINATION**

3.01 This agreement may be terminated by the **Provider** at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to **Hood County Juvenile Board**. Notice to the **Board and Juvenile Probation Department** shall be delivered to:

Honorable Ralph H. Walton, Jr.
Juvenile Board Chairman
Hood County
1200 West Pearl Street
Granbury, Texas 76048

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

3.02 This Agreement may be terminated by the Juvenile Probation Department immediately if the Provider is negligent or does not abide by the contract.

3.03 Prior to termination of a professional relationship with a child for any reason, the party terminating the relationship must take all reasonable steps to facilitate the transfer of responsibility for the child to a qualified service provider, if necessary to prevent physical or emotional harm, and if not precluded by the patient or client's conduct, provides appropriate pre-termination counseling referral (adopted from the Texas Administrative Code Title 22 Section 465.21d).

SECTION IV **ELIGIBILITY FOR SERVICES**

4.01 The eligibility of juveniles to receive services hereunder shall be determined by **The JUVENILE Board** and **Juvenile Probation** in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to **Provider** on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION V
BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period **September 1, 2013 through August 31, 2014**. **Board** shall pay **Provider** the sum of \$ 35.00 per session for Individual Counseling, \$35.00 per session for family counseling, and \$35.00 per session for all group counseling programs provided.

5.02 **Provider** shall submit its bill to **Hood County Juvenile Probation Department** for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the fifth (5th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, the date of service, a brief description of the services provided, typed progress reports and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, **Board** shall compensate **Provider** for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** was performed during the contract term.

SECTION VI
SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment, and not be applied against any hourly billing.

**SECTION VII
LOCATION**

7.01 It is understood and agreed by the parties that **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** shall be at the time and location as prescribed and directed by **Provider**, which must be approved by the **Hood County Juvenile Probation Department**.

**SECTION VIII
REPORTS AND CONSULTATION**

8.01 **Provider** shall prepare and deliver a typed report to the **Hood County Juvenile Probation Department** of each evaluation. Typed progress reports are to be submitted timely, no later than the fifth (5th) of the following month in which psychotherapy services were rendered.

8.02 In addition to the **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** provided in this agreement, **Provider** agrees to provide consultation for the **Hood County Juvenile Probation Department** on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

**SECTION IX
DATA PRIVACY**

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the

administration of the Department's or **Provider's** responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 **Provider**, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION X
ASSIGNMENTS

10.01 **Provider** shall not assign this agreement without prior written approval of the **Board** and **Juvenile Probation**, subject to such conditions and provisions as the **Board** and **Juvenile Probation** may deem necessary. No such approval by the **Board** and **Juvenile Probation** of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the **Board** in addition to the total agreed upon price. Approval by the **Board** of the assignment should not be deemed a waiver of any right accrued or accruing against **Provider**. No assignee of **Provider** shall assign any agreement without prior written approval of the **Board**

SECTION XI
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, **Provider** is an independent contractor and not an employee of the County. No statement contained in this agreement shall be construed so as to find **Provider** an employee of the County, and **Provider** shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in

any manner creating or establishing a relationship of co-partners between the parties, or as constituting **Provider** (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. **Provider** is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION XII
SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION XIII
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION XIV
SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by **Provider** not specifically provided in the

agreement will be allowed by the **Board** nor shall **Provider** do any work or furnish any material not covered by the agreement, unless this is approved in writing by the **Board** and **Juvenile Probation**. Such approval shall be considered to be a modification of the agreement.

SECTION XV
WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the **Board** and **Juvenile Probation**.

SECTION XVI
COMPLIANCE WITH LAWS AND REGULATIONS

16.01 In providing all services pursuant to this contract, **Provider** shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle the **Board** and **Juvenile Probation** to terminate this contract immediately upon delivery of written notice of termination to **Provider**.

16.02 **Audit of PROVIDER** PROVIDER understands that acceptance of state funds under this agreement acts as an acknowledgement and an acceptance of the authority of the State Auditor's Office, the Texas Juvenile Probation Commission or any successor agency, to conduct an audit or investigation in connection with those funds and PROVIDER agrees to full cooperation with any such audit. As a vendor with Hood County Juvenile Probation I am eligible under section 231.066 of the Texas Family Code to receive State Funds.

SECTION XVII
PROVIDER ELIGIBILITY

17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts. In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify 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 shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

SECTION XVIII
RETENTION OF RECORDS

18.01 **Provider** shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved, whichever is later.

18.02 **Provider** agrees to make all applicable records available for inspection by appropriate representatives of the **Board** or **Juvenile Probation**, so that the **Board** or **Juvenile Probation** may ensure performance of and compliance with contractual provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

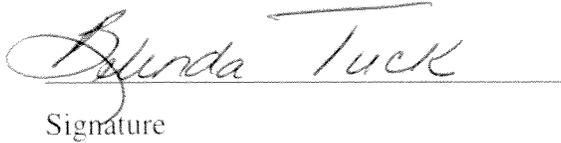
HOOD COUNTY JUVENILE BOARD

By: 

Date: 8/21/13

Belinda Tuck CPC

Provider

By: 
Signature

Date: 08/27/13

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Hood County under and within the foregoing contract.



Stan McBroom, County Auditor

THE STATE OF TEXAS §
 §
COUNTY OF HOOD §

**AGREEMENT BETWEEN HOOD COUNTY,
HOOD COUNTY JUVENILE BOARD
FOR
NON-RESIDENTIAL SERVICES**

THIS AGREEMENT made and entered into by and between the **HOOD COUNTY JUVENILE PROBATION BOARD**, hereinafter referred to as "**Board**", and **Wood and Associates Polygraph Service** hereinafter referred to as "**Provider**".

WHEREAS, the Federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs to reduce serious and violent juvenile crimes; and

WHEREAS, the **Board** and **Juvenile Probation Department** desire to meet the mandated requirements by securing the **Polygraph Examinations**, for juveniles; and,

WHEREAS, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing **Polygraph Examinations, services**.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

**SECTION I
PURPOSE**

1.01 The purpose of this agreement is to make available to eligible juveniles **Polygraph Examinations**. This program and service is being established by the **Board** and **Juvenile Probation** to meet the mandates of the Federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to

purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The **Board and Juvenile Probation** agree to purchase and **Provider** agrees to furnish, during the term of this agreement, to eligible juveniles, **Polygraph Examinations**, through the direction of the **Hood County Juvenile Probation Department**.

1.04 **Provider** warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychiatrist, psychologist, or other mental health provider, it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the **Board and Juvenile Probation**. **Provider** shall accept the **Board's** interpretation of the program and its goals as determinative, and shall consult with the **Board and Juvenile Probation** as frequently as may be necessary in order to accomplish the results intended by the **Board and Juvenile Probation's** program.

1.05 **Provider** agrees to implement the program described in order to achieve the performance targets specified by the **Board and Juvenile Probation** regarding:

- A) Rates of successful probation and deferred prosecution completion;
- B) Rates of successful intensive supervision probation completion;
- C) Specifically, 75% or greater of those referred will successfully complete counseling requirements.
- D) At least 50% of the juveniles and families completing counseling will show improved individual and/or family functioning.

Failure to meet specified performance targets or to comply with contractual provisions will result in sanctions, up to and including termination of the contract.

1.06 **Provider** warrants that any and all persons providing services under this contract are fully licensed and qualified to provide such services. **Provider** will submit to the **Juvenile**

Probation Department the credentials of all persons performing services under this contract. **Provider** is prohibited from subcontracting with other providers in association with this agreement.

SECTION II
TERM

2.01 Term of this agreement is from **September 1, 2013** through **August 31, 2014** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION III
TERMINATION

3.01 This agreement may be terminated by the **Provider** at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to **Hood County Juvenile Probation Board**. Notice to the **Board** and **Juvenile Probation Department** shall be delivered to:

Honorable Ralph H. Walton, Jr.
Juvenile Board Chairman
Hood County
1200 West Pearl Street
Granbury, Texas 76048

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

3.02 This Agreement may be terminated by the Juvenile Probation Department immediately if the Provider is negligent or does not abide by the contract.

3.03 Prior to termination of a professional relationship with a child for any reason, the party terminating the relationship must take all reasonable steps to facilitate the transfer of responsibility for the child to a qualified service provider, if necessary to prevent physical or emotional harm, and if not precluded by the patient or client's conduct, provides appropriate pre-termination counseling referral (adopted from the Texas Administrative

SECTION IV
ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by **Board** and **Juvenile Probation** in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to **Provider** on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION V
BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period **September 1, 2013 through August 31, 2014**. **Board** shall pay **Provider** the sum of \$ 200.00 per Polygraph Examination.

5.02 **Provider** shall submit its bill to **Hood County Juvenile Probation Department** for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the fifth (5th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, the date of service, a brief description of the services provided, typed progress reports and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to

be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, **Board** shall compensate **Provider** for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time **Polygraph Examinations**, was performed during the contract term.

SECTION VI **SERVICES PROVIDED**

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment, and not be applied against any hourly billing.

SECTION VII **LOCATION**

7.01 It is understood and agreed by the parties that **Polygraph Examinations** shall be at the time and location as prescribed and directed by **Provider**, which must be approved by the **Hood County Juvenile Probation Department**.

SECTION VIII **REPORTS AND CONSULTATION**

8.01 **Provider** shall prepare and deliver a typed report to the **Hood County Juvenile Probation Department** of each evaluation. Typed progress reports are to be submitted timely, no later than the fifth (5th) of the following month in which psychotherapy services were rendered.

8.02 In addition to the **Polygraph Examinations** provided in this agreement, **Provider** agrees to provide consultation for the **Hood County Juvenile Probation Department** on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION IX
DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or **Provider's** responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 **Provider**, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION X
ASSIGNMENTS

10.01 **Provider** shall not assign this agreement without prior written approval of the **Board** and **Juvenile Probation**, subject to such conditions and provisions as the **Board** and **Juvenile Probation** may deem necessary. No such approval by the **Board** and **Juvenile Probation** of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the **Board** in addition to the total agreed upon price. Approval by the **Board** of the assignment should not be deemed a waiver of any right accrued or accruing against **Provider**. No assignee of **Provider** shall assign any agreement without prior written approval of the **Board**

SECTION XI
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, **Provider** is an independent contractor and not an employee of the County. No statement contained in this agreement shall be construed so as to find **Provider** an employee of the County, and **Provider**

shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting **Provider** (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. **Provider** is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION XII SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION XIII ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION XIV
SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by **Provider** not specifically provided in the agreement will be allowed by the **Board** nor shall **Provider** do any work or furnish any material not covered by the agreement, unless this is approved in writing by the **Board** and **Juvenile Probation**. Such approval shall be considered to be a modification of the agreement.

SECTION XV
WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the **Board** and **Juvenile Probation**.

SECTION XVI
COMPLIANCE WITH LAWS AND REGULATIONS

16.01 In providing all services pursuant to this contract, **Provider** shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle the **Board** and **Juvenile Probation** to terminate this contract immediately upon delivery of written notice of termination to **Provider**.

16.02 **Audit of PROVIDER.** PROVIDER understands that acceptance of state funds under this agreement acts as an acknowledgement and an acceptance of the authority of the State Auditor's Office, the Texas Juvenile Probation Commission or any successor agency, to conduct an audit or investigation in connection with those funds and PROVIDER agrees to full

cooperation with any such audit. As a vendor with Hood County Juvenile Probation I am eligible under section 231.066 of the Texas Family Code to receive State Funds.

SECTION XVII
PROVIDER ELIGIBILITY

17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts. In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify 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 shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

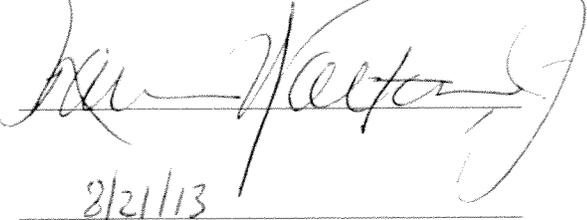
SECTION XVIII
RETENTION OF RECORDS

18.01 **Provider** shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved, whichever is later.

18.02 **Provider** agrees to make all applicable records available for inspection by appropriate representatives of the **Board or Juvenile Probation**, so that the **Board or Juvenile Probation** may ensure performance of and compliance with contractual provisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

HOOD COUNTY JUVENILE BOARD

By: 
Date: 8/21/13

Provider

By: 
Signature
Date: 8/28/13

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Hood County under and within the foregoing contract.



Stan McBroom, County Auditor