

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

SHELLI BERRY
- 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 19, 2015 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. Consider and approve the 2015/2016 annual Juvenile Probation department budget.
- VIII. Monthly update from Lake Granbury Youth Services.
- IX. Ratify 2016 contract with Gulf Coast Trade Center.

ADJOURN

A handwritten signature in cursive script, reading "Darrell Cockerham", written over a horizontal line.

DARRELL COCKERHAM, COUNTY JUDGE

Notice of meeting/agenda posted at Hood County Courthouse, 100 E. Pearl St., Granbury, Texas, on August 12, 2015, 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 Dept. 1410 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.

Hood County Reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed, as authorized by the Texas Government Code, §551.071 (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), and §551.087 (Economic Development).

THE FOLLOWING MEMBERS WERE PRESENT:
RALPH H. WALTON, JR., DISTRICT JUDGE
VINCENT MESSINA, COUNTY COURT @ LAW JUDGE
DARRELL COCKERHAM, COUNTY JUDGE

REGARDING ITEM 1: JUDGE __WALTON__ CALLED THE MEETING TO ORDER AT 8:00 A.M. ON THE AFORESAID DATE OF __AUGUST__ 19__, 2015.

REGARDING ITEM 2: MOTION MADE BY JUDGE __COCKERHAM__ TO APPROVE THE MINUTES OF THE __JULY__ 22__, 2015 MEETING. SECONDED BY JUDGE __MESSINA__. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 3: MOTION MADE BY JUDGE __COCKERHAM__ TO APPROVE THE BUDGET LINE ITEM AMENDMENTS FOR THE JUVENILE PROBATION DEPARTMENT. SECONDED BY JUDGE __MESSINA__. MOTION CARRIED. SEE ATTACHED.

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

REGARDING ITEM 5: MOTION MADE BY JUDGE __WALTON__ TO RATIFY PAYROLL FROM JULY 13, 2015 - JULY 26, 2015 AND FROM JULY 27, 2015 - AUGUST 9, 2015. SECONDED BY JUDGE __MESSINA__. MOTION CARRIED. SEE ATTACHED.

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

REGARDING ITEM 7: MOTION MADE BY JUDGE __MESSINA__ TO APPROVE THE 2015/2016 ANNUAL JUVENILE PROBATION DEPARTMENT BUDGET. SECONDED BY JUDGE __COCKERHAM__. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 8: CODY WOOD, PROGRAM DIRECTOR AND ANGELA LOWE, DIRECTOR OF STUDENT SERVICES GAVE A MONTHLY UPDATE FOR LAKE GRANBURY YOUTH SERVICES.

REGARDING ITEM 9: MOTION MADE BY JUDGE __WALTON__ TO RATIFY THE CONTRACT FOR RESIDENTIAL SERVICES WITH GULF COAST TRADE CENTER. SECONDED BY JUDGE __COCKERHAM__. MOTION CARRIED. SEE ATTACHED.

ADJOURNED AT 8:16 A.M.



JUDGE RALPH H. WALTON, JR.



JUDGE VINCENT MESSINA



JUDGE DARRELL COCKERHAM

2015 BUDGET AMENDMENT FORM

DEPARTMENT

JUVENILE PROBATION

COURT DATE

8/19/2015

ITEM	TO/FROM REASON	GENERAL LEDGER ACCOUNT CODE	AMOUNT
1	TO (INCREASE)	010 - 5700 - 48830	\$64,260.13
	FROM (DECREASE)	010 - 5700 - 48710	\$64,260.13
	REASON (BE SPECIFIC)	TO COVER POST ADJUDICATION SECURE PLACEMENTS THROUGH 30-Sep-15	
2	TO (INCREASE)	- - -	
	TO (INCREASE)	- - -	
	REASON (BE SPECIFIC)		
3	TO (INCREASE)	- - -	
	FROM (DECREASE)	- - -	
	REASON (BE SPECIFIC)		

THIS BUDGET AMENDMENT **MUST** BE RETURNED TO THE AUDITOR'S OFFICE BY **TUESDAY**
PRIOR TO THE NEXT COMMISSIONERS COURT FOR PROCESSING.

[Signature]

ELECTED/APPOINTED OFFICIAL

[Signature]

AUDITOR

8/5/15

DATE

8/6/15

DATE

THIS BUDGET AMENDMENT AND THE PAYMENT WARRANT ARE SUBJECT TO PRESENTATION IN
THE SAME COMMISSIONER'S COURT.

2015 BUDGET AMENDMENT FORM

DEPARTMENT JUVENILE PROBATION COURT DATE 8/19/2015

ITEM	TO/FROM REASON	GENERAL LEDGER ACCOUNT CODE	AMOUNT
1	TO (INCREASE)	010 - 5700 - 44020	\$ 1,200.00
	FROM (DECREASE)	010 - 5700 - 35000	\$ (900.00)
	FROM (DECREASE)	010 - 5700 - 33100	\$ (300.00)
	REASON (BE SPECIFIC)	TO INCREASE UTILITIES BUDGET FOR ANTICIPATED INVOICES.	
2	TO (INCREASE)	- - -	
	FROM (DECREASE)	- - -	
	REASON (BE SPECIFIC)		
3	TO (INCREASE)	- - -	
	FROM (DECREASE)	- - -	
	REASON (BE SPECIFIC)		

THIS BUDGET AMENDMENT **MUST** BE RETURNED TO THE AUDITOR'S OFFICE BY **TUESDAY**
PRIOR TO THE NEXT COMMISSIONERS COURT FOR PROCESSING.

[Signature]

ELECTED/APPOINTED OFFICIAL

[Signature]

AUDITOR

8/12/15

DATE

8/12/15

DATE

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 19th day of August,

2015 with the following exceptions: None.

(list, if any)

CERTIFIED BY CHIEF ADMINISTRATIVE OFFICER



Shelli Berry



By Vendor Name

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GEN DISB-GENERAL DISBURSEMENT						
009022	DUE FROM GEN FUND - INDIGENT C	08/17/2015	Regular	0.00	1,100.00	
009866	G4S YOUTH SERVICES, LLC	08/17/2015	Regular	0.00	5,735.00	
009786	GARY HIVELY	08/17/2015	Regular	0.00	550.00	
005618	GRAYSON COUNTY DEPARTMENT	08/17/2015	Regular	0.00	4,588.00	
008764	LINDA L. BAILEY, LPC	08/17/2015	Regular	0.00	585.00	
000018	MARK B DEWITT	08/17/2015	Regular	0.00	350.00	
006740	MARK PILAND	08/17/2015	Regular	0.00	500.00	
008250	MATTHEW MILLS	08/17/2015	Regular	0.00	250.00	
009876	NESTLE WATERS NORTH AMERICA	08/17/2015	Regular	0.00	18.44	
007521	PEGASUS SCHOOLS INC	08/17/2015	Regular	0.00	4,591.41	
008474	RITA BENSON, MS, LPC	08/17/2015	Regular	0.00	75.00	
010153	RITE OF PASSAGE, INC.	08/17/2015	Regular	0.00	9,393.98	
006591	SENTINEL OFFENDER SERVICES, LLC	08/17/2015	Regular	0.00	261.75	
010086	STAPLES ADVANTAGE	08/17/2015	Regular	0.00	116.99	
004593	WOOD & ASSOCIATES POLYGRAPH :	08/17/2015	Regular	0.00	200.00	
009038	XEROX CORPORATION	08/17/2015	Regular	0.00	339.23	

Bank Code GEN DISB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	23	16	0.00	28,654.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	23	16	0.00	28,654.80

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2015	28,654.80
			<u>28,654.80</u>

**HOOD COUNTY JUVENILE BOARD
JUVENILE PROBATION PAYROLL**

Payroll from July 13 through July 26, 2015

Paid on July 31, 2015

Total Payroll - Fund 56	\$	<u>8,093.72</u>
Total Employees Paid		5

Motion Made by Board Member

Alan Walters, Jr.

To ratify Payroll as presented.

Seconded by Board Member

Murphy

All voted AYE, motion carried.

Approved this 19th day of August, 2015

Juvenile Probation Director

Shella B.

Treasurer

Kathy Davis

Auditor

Stan Morrison

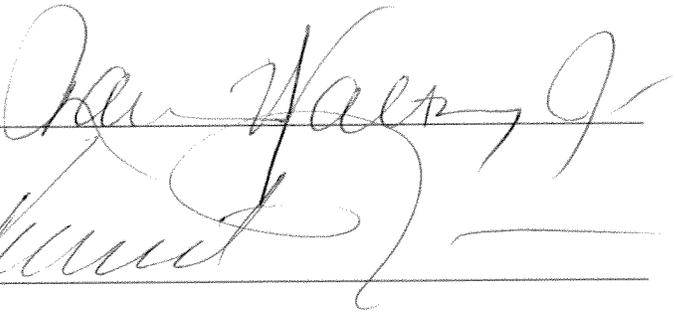
**HOOD COUNTY JUVENILE BOARD
JUVENILE PROBATION PAYROLL**

Payroll from July 27 through August 9, 2015

Paid on August 14, 2015

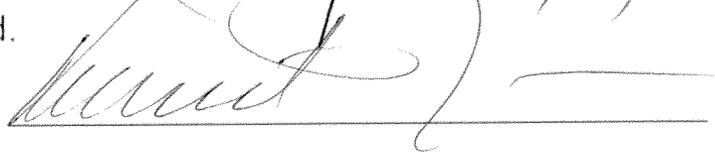
Total Payroll - Fund 56	\$	<u>11,575.06</u>
Total Employees Paid		5

Motion Made by Board Member



To ratify Payroll as presented.

Seconded by Board Member



All voted AYE, motion carried.

Approved this 19th day of August, 2015

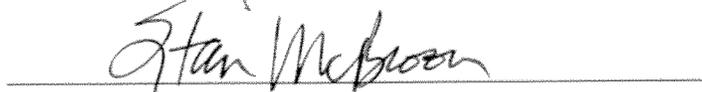
Juvenile Probation Director



Treasurer



Auditor





HOOD COUNTY PERSONNEL AND RISK MANAGEMENT

THE ATTACHED PERSONNEL CHANGES HAVE BEEN APPROVED BY THE JUVENILE BOARD ON
August 19, 2015

Richard Aguirre

PERSONNEL DIRECTOR

Stan McIsaac

AUDITOR

Samuel Cookston

COUNTY JUDGE

Paul Walter J

DISTRICT JUDGE

Shelley

JUVENILE PROBATION DIRECTOR

Michael

COUNTY COURT AT LAW JUDGE



Hood County, TX

Budget Comparison Report

Account Summary

Account Number
Fund: 010 - GENERAL FUND

Expense	OCT 2014-SEP 2015 YTD Activity	Current Budget		Proposed Budget	Proposed Budget to Current	Increase / (Decrease)	%
		OCT 2014-SEP 2015	OCT 2015-SEP 2016	OCT 2015-SEP 2016			
JUVE BOARD FEES	19,039.02	22,500.00	27,000.00	27,000.00	4,500.00	20.00%	
FICA/MED TRANSFER OUT	1,722.00	1,722.00	2,066.00	2,066.00	344.00	19.98%	
BENEFITS TRANSFER OUT	768.65	1,148.00	1,790.00	1,790.00	643.00	56.01%	
WORKERS' COMP INSURANCE	2,750.00	2,750.00	2,774.00	2,774.00	24.00	0.87%	
UNEMPLOYMENT	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00%	
COPIER LEASE	3,074.95	4,130.00	4,130.00	4,130.00	0.00	0.00%	
SUPPLIES	1,584.43	3,500.00	3,000.00	3,000.00	-500.00	-14.29%	
FUEL & OIL	1,433.24	2,500.00	2,000.00	2,000.00	-500.00	-20.00%	
VEHICLE MAINTENANCE	431.70	2,750.00	2,100.00	2,100.00	-650.00	-23.64%	
ATTORNEY FEES	12,775.00	24,000.00	24,000.00	24,000.00	0.00	0.00%	
ACCTNG, BUDGETING, DATA	1,800.00	1,800.00	1,800.00	1,800.00	0.00	0.00%	
CONTRACT INTERPRETER	225.00	1,250.00	1,250.00	1,250.00	0.00	0.00%	
JUVENILE DETENTION	47,070.00	94,000.00	94,000.00	94,000.00	0.00	0.00%	
MEDICAL SERVICE	964.58	11,130.00	11,130.00	11,130.00	0.00	0.00%	
PSYCHOLOGICAL SERVICES	20,877.50	25,500.00	25,000.00	25,000.00	-500.00	-1.96%	
CONTRACT SERVICES-AUDIT	3,000.00	3,000.00	5,040.00	5,040.00	2,040.00	68.00%	
EDUCATION, TRAVEL &	5,361.66	7,000.00	5,000.00	5,000.00	-2,000.00	-28.57%	
CLOTHING - CLIENT	123.68	450.00	450.00	450.00	0.00	0.00%	
TELECOMMUNICATIONS	420.00	550.00	550.00	550.00	0.00	0.00%	
TRANSPORT TRAVEL	1,167.85	4,500.00	4,500.00	4,500.00	0.00	0.00%	
UTILITIES & BLDG	4,323.33	4,400.00	4,400.00	4,400.00	0.00	0.00%	
DUES, SUBSCRIPTIONS & PUBS.	0.00	200.00	200.00	200.00	0.00	0.00%	
DRUG TESTING	2,244.70	4,500.00	4,500.00	4,500.00	0.00	0.00%	
ELECTRONIC MONITORING	966.15	2,000.00	2,000.00	2,000.00	0.00	0.00%	
FOSTER CARE NON-SECURE	18,513.75	96,400.00	74,500.00	74,500.00	-21,900.00	-22.72%	
POST ADJUDICATION-SECURE	38,008.00	43,000.00	61,500.00	61,500.00	18,500.00	43.02%	
INSURANCE	0.00	400.00	400.00	400.00	0.00	0.00%	

Budget Comparison Report

Account Number
010-5700-57000

	OCT 2014-SEP 2015 YTD Activity	Current Budget OCT 2014-SEP 2015	Proposed Budget OCT 2015-SEP 2016	Proposed to Current Budget Increase / (Decrease)	%
SMALL EQUIPMENT &	649.94	4,500.00	4,500.00	0.00	0.00%
Total Expense:	190,295.13	370,580.00	370,580.00	0.00	0.00%
Total Fund: 010 - GENERAL FUND:	190,295.13	370,580.00	370,580.00	0.00	0.00%
Report Total:	190,295.13	370,580.00	370,580.00	0.00	0.00%

Account Type Fund: 010 - GENERAL FUND Expense	Current Budget		Proposed Budget		Proposed to Current Budget	Increase / (Decrease)	%
	OCT 2014-SEP 2015 YTD Activity	OCT 2014-SEP 2015	OCT 2015-SEP 2016	OCT 2015-SEP			
Total Fund: 010 - GENERAL FUND:	190,295.13	370,580.00	370,580.00	370,580.00	0.00	0.00%	
Report Total:	190,295.13	370,580.00	370,580.00	370,580.00	0.00	0.00%	

Fund Summary

Fund	OCT 2014-SEP 2015 YTD Activity	Current Budget OCT 2014-SEP 2015	Proposed Budget OCT 2015-SEP 2016	Proposed to Current Budget Increase / (Decrease)	%
010 - GENERAL FUND	190,295.13	370,580.00	370,580.00	0.00	0.00%
Report Total:	190,295.13	370,580.00	370,580.00	0.00	0.00%



Hood County, TX

Budget Comparison Report

Account Summary

Account Number
Fund: 052 - JUVENILE CCAF

YTD Activity	Current Budget		Proposed Budget		Increase / (Decrease)	%
	SEP 2014-AUG 2015	SEP 2014-AUG 2015	SEP 2014-AUG 2015	SEP 2015-AUG 2016		

Revenue	Subject	Description	SEP 2014-AUG 2015	SEP 2014-AUG 2015	SEP 2014-AUG 2015	SEP 2015-AUG 2016	Increase / (Decrease)	%
052-3340-3660	C COMMITMENT REDUCTION		26,720.00	26,720.00	25,985.00		-735.00	-2.75%
052-3340-3670	N MENTAL HEALTH GRANT		33,724.00	33,724.00	30,711.00		-3,013.00	-8.93%
052-3340-3711	STATE REVENUE		0.00	0.00	56,415.00		56,415.00	0.00%
Total Revenue:			60,444.00	60,444.00	113,111.00		52,667.00	87.13%

Budget Notes
Budget Code
SEP 2015-AUG 2016

Expense	Subject	Description	SEP 2014-AUG 2015	SEP 2014-AUG 2015	SEP 2014-AUG 2015	SEP 2015-AUG 2016	Increase / (Decrease)	%
052-4520-40400	INTEREST		31.22	0.00	0.00		-31.22	-0.00%
Total Expense:			31.22	0.00	0.00		-31.22	-0.00%

Department: 4520 - JUVENILE CCAF
SECURE PLACEMENT
N MENTAL HEALTH SERVICES
C COMMITMENT RDCTN

Revenue	Subject	Description	SEP 2014-AUG 2015	SEP 2014-AUG 2015	SEP 2014-AUG 2015	SEP 2015-AUG 2016	Increase / (Decrease)	%
056-4101-10240	STATE REVENUE		310,446.00	310,445.00	245,657.00		-64,788.00	-20.87%
056-3590-0560	INTEREST		58.20	0.00	0.00		-58.20	-0.00%
Total Revenue:			310,504.20	310,445.00	245,657.00		-64,788.00	-20.87%

Fund: 056 - JUVENILE PROBATION OPERATIONS
Total Fund: 052 - JUVENILE CCAF

Expense	Subject	Description	SEP 2014-AUG 2015	SEP 2014-AUG 2015	SEP 2014-AUG 2015	SEP 2015-AUG 2016	Increase / (Decrease)	%
056-4101-10403	JUVE PROB OFFICERS		185,873.24	245,562.00	145,007.00		-100,555.00	-40.95%
056-4101-10420	COMMUNITY PROGRAMS		0.00	0.00	100,650.00		100,650.00	0.00%
056-4101-10420	OFFICE MANAGER		42,904.99	64,883.00	0.00		-64,883.00	-100.00%
056-4101-20140	BENEFITS		12,720.47	0.00	0.00		-12,720.47	-0.00%
Total Expense:			252,302.70	310,445.00	245,657.00		58,142.30	23.03%

Budget Comparison Report

Account Number	HEALTH INS-TRNSF IN FROM 10	SEP 2014-AUG 2015 YTD Activity	Current Budget	SEP 2015-AUG 2016	Proposed Budget	Proposed Budget to Current Budget	Increase / (Decrease)	%
086-4101-20230		9.90	0.00	0.00	0.00	0.00	0.00%	
Total Department: 4101 - JUVENILE OPERATIONS:		241,508.60	310,445.00	245,657.00	-64,788.00	-20.87%		
Total Expense:		241,508.60	310,445.00	245,657.00	-64,788.00	-20.87%		
Total Fund: 056 - JUVENILE PROBATION OPERATIONS:		68,995.60	0.00	0.00	0.00	0.00%		
Fund: 086 - COMMUNITY CORRECTIONS PROGRAM								
Revenue								
086-3340-3711	STATE REVENUE	94,811.00	94,811.00	94,811.00	0.00	0.00%		
086-3400-4901	TRANSFERS IN	2,870.00	2,870.00	2,870.00	0.00	0.00%		
Total Revenue:		97,681.00	97,681.00	97,681.00	0.00	0.00%		
Expense								
Department: 4250 - ADULT ELECT MONITOR								
086-4250-10670	SUPERVISION OFFCR-ROAP	26,910.89	25,465.00	25,465.00	0.00	0.00%		
086-4250-20130	BENEFITS-ROAP	3,915.80	4,408.00	4,408.00	0.00	0.00%		
086-4250-40900	PROFESSIONAL FEES	1,245.00	2,000.00	2,000.00	0.00	0.00%		
Total Department: 4250 - ADULT ELECT MONITOR:		32,071.69	31,873.00	31,873.00	0.00	0.00%		
Department: 4260 - ADULT SUB ABUSE								
086-4260-10660	SUPERVISION OFFCR-COMM	37,988.08	36,226.00	36,225.00	-1.00	0.00%		
086-4260-20130	BENEFITS - COMM SPRVSN	5,535.12	6,270.00	5,980.00	-290.00	-4.63%		
086-4260-33000	SUPPLIES	20.48	16,062.00	16,303.00	241.00	1.50%		
086-4260-40800	CONTRACT SERVICES	400.00	400.00	450.00	50.00	12.50%		
086-4260-42000	TELECOMMUNICATIONS	96.25	400.00	400.00	0.00	0.00%		
086-4260-57000	SMALL EQUIPMENT &	598.00	3,500.00	3,500.00	0.00	0.00%		
086-4260-58002	FURNISHED TRANSPORTATION	1,685.77	2,950.00	2,950.00	0.00	0.00%		
Total Department: 4260 - ADULT SUB ABUSE:		46,323.70	65,808.00	65,808.00	0.00	0.00%		
Total Expense:		78,395.39	97,681.00	97,681.00	0.00	0.00%		
Total Fund: 086 - COMMUNITY CORRECTIONS PROGRAM:		19,285.61	0.00	0.00	0.00	0.00%		
Fund: 087 - ADULT SUPERVISION								
Revenue								
087-3340-3711	STATE REVENUE	248,958.00	248,958.00	248,958.00	0.00	0.00%		
087-3340-3721	SAFP GRANT	30,583.64	17,040.00	17,040.00	0.00	0.00%		
087-3400-4870	PPP-SUBSTANCE ABUSE EVAL	5,195.00	6,600.00	6,600.00	0.00	0.00%		
087-3400-4900	PPP-ICAPP	440.00	750.00	750.00	0.00	0.00%		
087-3400-5711	PROBATION FEES-CSFC	527,244.97	564,000.00	564,000.00	0.00	0.00%		
087-3400-5750	PPP-DWI CLASS FEES	10,450.00	10,500.00	10,500.00	0.00	0.00%		
087-3400-5760	PPP-DRUG OFFENDER	1,400.00	2,000.00	2,000.00	0.00	0.00%		
087-3400-5770	PPP-UA FEES	22,383.00	23,500.00	23,500.00	0.00	0.00%		
087-3400-5790	OR-COUNTY SUPPORT	17,025.00	17,025.00	17,025.00	0.00	0.00%		

STATE OF TEXAS

§

COUNTY OF WALKER

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**GULF COAST TRADES CENTER
 CONTRACT FOR RESIDENTIAL SERVICES
 Contract Term: September 1, 2015 – August 31, 2016**

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 & 4M)	Facility \$103.03 per day
Specialized Level (LOC 4S)	Facility \$148.11 per day

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, 2015 and terminate on August 31, 2016. 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 (PREA)

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 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.

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 € and (f)].

Gulf Coast Trades Center, Inc.

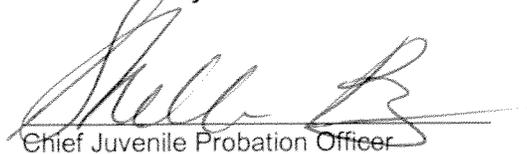


Dale Underwood, Ed.D.
Executive Director

7/14/2015

Date

HOOD County Juvenile Probation



Chief Juvenile Probation Officer

8/12/15

Date