

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, September 16, 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 designation of Juvenile Processing offices @ Granbury High School & take appropriate action.
- VIII. Ratify the Engagement Letter for the 2015 Fiscal Audit with Davis Kinard & Co,PC.
- IX. Consider and approve the 2016 - 2017 Biennium State Financial Assistance Contract and General Grant Requirements and take appropriate action.
- X. Consider and approve the Juvenile Board Resolution Exhibit "B" and take appropriate action.
- XI. Consider schedule for the 2015 - 2016 Juvenile Board Meetings and take appropriate action.
- XII. Monthly update from Lake Granbury Youth Services
- XIII. Ratify the following contracts:
 - A. Residential
 1. Grayson County Department of Juvenile Services - Detention and Long Term Secure Placement.
 2. Rite of Passage, Inc.- Lake Granbury Youth Services - Detention and Long Term Secure Placement
 3. Victoria County Juvenile Justice Center -Detention and Long Term Secure Placement
 - B. Non-Residential
 1. Psychotherapy Services and Yokefellows
 2. Rita Benson
 3. Wood and Associates Polygraph Service
 4. Linda Baley, LPC, LSOTP
 5. R.M. Aguirre, Psy.D.
 6. Parnell E. Ryan, Ph.D.
 7. Gary Hively, LCDC, CART

ADJOURN

A handwritten signature in black ink that reads "Darrell Cockerham".

DARRELL COCKERHAM, COUNTY JUDGE

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



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HOOD COUNTY YOUTH SERVICES 355TH JUDICIAL DISTRICT

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. 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 AFORSAID DATE OF __SEPTEMBER__ 16__, 2015.

REGARDING ITEM 2: MOTION MADE BY JUDGE __COCKERHAM__ TO APPROVE THE MINUTES OF THE __AUGUST__ 19__, 2015 MEETING. SECONDED BY JUDGE __MESSINA__. MOTION CARRIED. SEE ATTACHED.

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

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

REGARDING ITEM 5: MOTION MADE BY JUDGE __WALTON__ TO RATIFY PAYROLL FROM AUGUST 10, 2015 - AUGUST 23, 2015 AND AUGUST 24, 2015 - SEPTEMBER 6, 2015. SECONDED BY JUDGE __MESSINA__. MOTION CARRIED. SEE ATTACHED.

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

REGARDING ITEM 7: MOTION MADE BY JUDGE __WALTON__ TO APPROVE THE DESIGNATION OF JUVENILE PROCESSING OFFICES @ GRANBURY HIGH SCHOOL. SECONDED BY JUDGE __COCKERHAM__. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 8: MOTION MADE BY JUDGE __MESSINA__ TO RATIFY THE ENGAGEMENT LETTER FOR THE 2015 FISCAL AUDIT WITH DAVIS KINARD & CO.PC.. SECONDED BY JUDGE __WALTON__. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 9: MOTION MADE BY JUDGE __MESSINA__ TO APPROVE THE 2016 - 2017 BIENNIUM STATE FINANCIAL ASSISTANCE CONTRACT AND GENERAL GRANT REQUIREMENTS. SECONDED BY JUDGE __WALTON__. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 10: MOTION MADE BY JUDGE_MESSINA__ TO APPROVE THE JUVENILE BOARD RESOLUTION EXHIBIT "B". SECONDED BY JUDGE_COCKERHAM__. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 11: MOTION MADE BY JUDGE_WALTON__ TO APPROVE THE SCHEDULE FOR THE 2015 - 2016 JUVENILE BOARD MEETINGS. SECONDED BY JUDGE_MESSINA__. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 12: CODY WOOD, PROGRAM DIRECTOR GAVE A MONTHLY UPDATE FOR LAKE GRANBURY YOUTH SERVICES.

REGARDING ITEM 13: MOTION MADE BY JUDGE_MESSINA__ TO RATIFY THE FOLLOWING CONTRACTS. SECONDED BY JUDGE_COCKERHAM__. MOTION CARRIED. SEE ATTACHED.

A. RESIDENTIAL

1. GRAYSON COUNTY DEPARTMENT OF JUVENILE SERVICES - DETENTION AND LONG TERM SECURE PLACEMENT.
2. RITE OF PASSAGE, INC. - LAKE GRANBURY YOUTH SERVICES - DETENTION AND LONG TERM SECURE PLACEMENT.
3. VICTORIA COUNTY JUVENILE JUSTICE CENTER - DETENTION AND LONG TERM SECURE PLACEMENT.

B. NON-RESIDENTIAL

- 1.PSYCHOTHERAPY SERVICES AND YOKEFELLOWS
2. RITA BENSON
3. WOOD AND ASSOCIATES POLYGRAPH SERVICE
4. LINDA BALEY, LPC, LSOTP
5. R.M. AGUIRRE, PSY.D.
6. PARNELL E. RYAN, PH.D.
7. GARY HIVELY, LCDC, CART

ADJOURNED AT 8:20 A.M.

JUDGE RALPH H. WALTON, JR.



JUDGE VINCENT MESSINA



JUDGE DARRELL COCKERHAM

2015 BUDGET AMENDMENT FORM

DEPARTMENT

JUVENILE PROBATION

COURT DATE

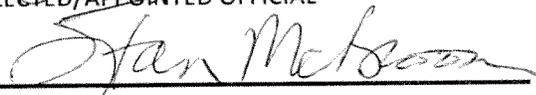
09/16/1015

ITEM	TO/FROM REASON	GENERAL LEDGER ACCOUNT CODE	AMOUNT
1	TO (INCREASE)	010 - 5700 - 40710	\$5,000.00
	FROM (DECREASE)	010 - 5700 - 48830	\$5,000.00
	REASON (BE SPECIFIC)	TO COVER PSYCHOLOGICAL SERVICES THROUGH SEPTEMBER 30, 2015	
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.



 ELECTED/APPOINTED OFFICIAL



 AUDITOR



 DATE



 DATE

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

CERTIFICATION FOR THE PAYMENT OF BILLS

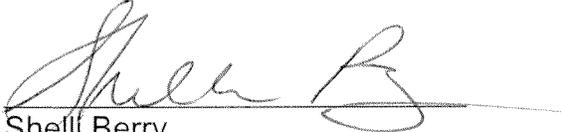
THE STATE OF TEXAS

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 16th day of September, 2015 with the following exceptions: None.

(list, if any)

CERTIFIED BY CHIEF ADMINISTRATIVE OFFICER


Shelli Berry



Hood County, TX

Check Register

Packet: APPKT00870 - 9/16/15 JUVENILE PROBATION

By Vendor Name

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GEN DISB-GENERAL DISBURSEMENT						
005309	CDW GOVERNMENT,INC	09/15/2015	Regular	0.00	239.59	
009022	DUE FROM GEN FUND - INDIGENT C	09/15/2015	Regular	0.00	1,250.00	
009866	G4S YOUTH SERVICES, LLC	09/15/2015	Regular	0.00	5,735.00	
009786	GARY HIVELY	09/15/2015	Regular	0.00	880.00	
005618	GRAYSON COUNTY DEPARTMENT	09/15/2015	Regular	0.00	4,588.00	
007644	HEATHER BROGAN-MCCARTY, LBSW	09/15/2015	Regular	0.00	700.00	
009036	LENA POPE HOME, INC.	09/15/2015	Regular	0.00	85.00	
008764	LINDA L. BALEY, LPC	09/15/2015	Regular	0.00	595.00	
006740	MARK PILAND	09/15/2015	Regular	0.00	150.00	
000469	MARTIN'S OFFICE SUPPLY, INC	09/15/2015	Regular	0.00	13.24	
009876	NESTLE WATERS NORTH AMERICA	09/15/2015	Regular	0.00	11.86	
007521	PEGASUS SCHOOLS INC	09/15/2015	Regular	0.00	4,591.41	
000167	POSTMASTER	09/15/2015	Regular	0.00	56.00	
012617	PSYCHOTHERAPY SERVICES & YOKEI	09/15/2015	Regular	0.00	1,190.00	
006713	REDWOOD TOXICOLOGY LAB, INC.	09/15/2015	Regular	0.00	12.59	
005838	REDWOOD TOXICOLOGY LABORATC	09/15/2015	Regular	0.00	265.87	
010153	RITE OF PASSAGE, INC.	09/15/2015	Regular	0.00	11,113.00	
010086	STAPLES ADVANTAGE	09/15/2015	Regular	0.00	162.05	
003003	TEXAS ASSOCIATION OF COUNTIES	09/15/2015	Regular	0.00	693.50	
009639	U.S. BANK NATIONAL ASSOCIATION	09/15/2015	Regular	0.00	53.83	
000115	WAL-MART COMMUNITY BRC	09/15/2015	Regular	0.00	27.92	
009038	XEROX CORPORATION	09/15/2015	Regular	0.00	341.00	

Bank Code GEN DISB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	29	22	0.00	32,754.86
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
	29	22	0.00	32,754.86

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2015	32,754.86
			<u>32,754.86</u>

**HOOD COUNTY JUVENILE BOARD
JUVENILE PROBATION PAYROLL**

Payroll from August 10 through August 23, 2015

Paid on August 28, 2015

Total Payroll - Fund 56	\$	<u>8,029.54</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 16th day of September, 2015

Juvenile Probation Director



Treasurer



Auditor



**HOOD COUNTY JUVENILE BOARD
JUVENILE PROBATION PAYROLL**

Payroll from August 24 through September 6, 2015

Paid on September 11, 2015

Total Payroll - Fund 56	\$	<u>11,774.95</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 16th day of September, 2015

Juvenile Probation Director



Treasurer



Auditor

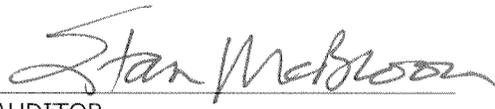


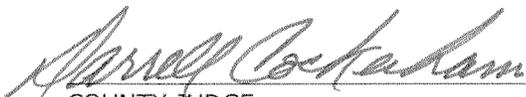


HOOD COUNTY PERSONNEL AND RISK MANAGEMENT

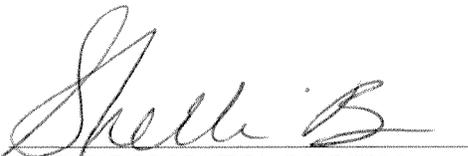
THE ATTACHED PERSONNEL CHANGES HAVE BEEN APPROVED BY THE JUVENILE BOARD ON
September 16, 2015


PERSONNEL DIRECTOR


AUDITOR


COUNTY JUDGE


DISTRICT JUDGE


JUVENILE PROBATION DIRECTOR


COUNTY COURT AT LAW JUDGE

Juvenile Board
 Changes For
 September 16, 2015

Salary Changes	Effective Date	From	To	Increase	Annual Salary	Next Review Date	Employee #
Shelli Berry, Probation Director	9/1/2015	1,307.69	1,346.92	39.23	35,019.92	9/1/2016	056-410-222
Anna Ballew, Juvenile Probation Officer	9/1/2015	1,407.62	1,449.85	42.23	37,696.10	9/1/2016	056-41-948
Terrie Parker, Office Manager	9/1/2015	1,774.68	1,827.92	53.24	47,525.92	9/1/2016	056-410-858
Shae Pendleton, Juvenile Probation Officer	9/1/2015	1,357.93	1,398.67	40.74	36,365.42	9/1/2016	056-410-255
Terminations							
None							
New Hires							
None							
Comp Time in Excess of 50 hours as of 8/23/2015							
None							
Comp Time Liability as of 8/23/2015		From	To				
Juvenile Probation Fund 056		118.95	47.20				
Total Liability		From	To	Difference			
Fund		# Employees	# Employees				
Juvenile Probation Department		5	5	0			
Additional Information							
Shelli Berry, Juvenile Probation Director, Annual Increase							
Anna Ballew, Juvenile Probation Officer, Annual Increase							
Terri Parker, Office Manager, Annual Increase							
Shae Pendleton, Juvenile Probation Officer, Annual Increase							

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(817) 579-3273 ext. 5428

HOOD COUNTY YOUTH SERVICES 355TH JUDICIAL DISTRICT

September 2, 2015

Pursuant to 52.025 of the Juvenile Justice Code, the Hood County Juvenile Board designates the following locations as Juvenile Processing Offices.

Granbury High School-All Assistant Principal's offices and Conference Room located in the central administration area.

The Honorable Ralph H. Walton, Jr.

The Honorable Vincent J. Messina

The Honorable Darrell Cockerham

August 20, 2015

To the Chief and Honorable District Judges of
Hood County Juvenile Probation Department
C/O Mr. Stan McBroom
5417 Acton Hwy., Ste. 106
Granbury, Tx. 76049

We are pleased to confirm our understanding of the services we are to provide the **Hood County Juvenile Probation Department** for the year ended August 31, 2015. We will audit the statement of revenue, expenditures and changes in fund balance by contract – budget and actual - regulatory basis, including the related notes to the financial statements, which collectively comprise the basic financial statements of the **Hood County Juvenile Probation Department** Texas Juvenile Justice Department Grant Funds as of and for the year ended August 31, 2015.

The document we submit to you will also include the following information as required by *Government Auditing Standards* and the Texas Juvenile Justice Department (TJJD) requirements:

- Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
- Schedule of Findings and Questioned Costs
- Schedule of Prior Year Findings and Questioned Costs

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the regulatory basis as required by the Texas Juvenile Justice Department (TJJD), which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the **Hood County Juvenile Probation Department** and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the **Hood County Juvenile Probation Department's** financial statements. Our report will be addressed to the **Hood County Juvenile Probation Department**. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal

control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the **Hood County Juvenile Probation Department** is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the **Hood County Juvenile Probation Department**'s compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the **Hood County Juvenile Probation Department** in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with the regulatory basis as required by the Texas Juvenile Justice Department (TJJD), which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and

noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Department; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Davis Kinard & Co, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Texas Juvenile Justice Department, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Davis Kinard & Co, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Texas Juvenile Justice Department. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in approximately January, 2016 and to issue our reports no later than March 1, 2016 (the Texas Juvenile Justice Department due date). Robert Womack is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$5,040. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoice for this fee will be rendered upon completion of the engagement and is payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2013 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the **Hood County Juvenile Probation Department** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Finally, please circulate a copy of the executed engagement letter to the Chief and the Department so they are informed of the planned scope and timing of the audit.

Very truly yours,

DAVIS KINARD & CO, PC



Robert Womack, CPA
Audit Shareholder

RESPONSE:

This letter correctly sets forth the understanding of the **Hood County Juvenile Probation Department**.

Management Signature: _____

Title: _____

Date: _____

Shelli Ryz
Director
8/26/15



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Charles A. Deluzio, CPA
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Joseph E. Petrillo, CPA
Stacey A. Sanders, CPA, CSEP

SYSTEM REVIEW REPORT

June 5, 2013

To the Shareholders of
Davis Kinard & Co., PC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Davis Kinard & Co., PC applicable to non-SEC issuers in effect for the year ended March 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Davis Kinard & Co., PC applicable to non-SEC issuers in effect for the year ended March 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*; *pass with deficiency(ies)* or *fail*. Davis Kinard & Co., PC has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Deluzio & Company LLP".

Deluzio & Company LLP



Texas Juvenile Justice Department
**State Aid and Targeted Grant Contract
and General Grant Requirements
2016 - 2017 Biennium**

This is an agreement between the State of Texas, represented by and through the Texas Juvenile Justice Department, hereinafter called the "Department," and the juvenile board of HOOD County/Judicial District, hereinafter called the "Grantee." In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the Grantee agree as follows:

I. PURPOSE, SCOPE, AND STRUCTURE OF CONTRACT.

- 1.1 **Purpose and Scope of Contract.** The purpose of the State Aid and Targeted Grant Contract and General Grant Requirements (the "Contract") is to delineate the duties and responsibilities of both the Department and the Grantee regarding the distribution, receipt, administration, and expenditure of State Aid and Targeted Grant funding under the applicable grants referenced herein.
- 1.2 **Contract Structure.** The Contract sets forth the basic requirements, duties, and responsibilities of the Department and the Grantee. It is supplemented by the documents attached hereto and incorporated by reference in Section II. The General Grant Requirements for the Distribution and Expenditure of State Aid and Targeted Grants (the "General Grant Requirements"), attached hereto as Exhibit A, contain provisions that apply to State Aid Grants and Targeted Grants awarded or distributed to Grantee under this Contract. Additionally, each Targeted Grant (identified by letter, e.g. "Grant E") outlines requirements for the administration of that particular grant. The Contract and all documents incorporated herein, should, to the extent there is no conflict, be read and interpreted as a single document. The Grantee shall be bound by the duties, responsibilities, and requirements of each part of this Contract. If a provision contained in the General Grant Requirements conflicts with a provision in a Targeted Grant, the Targeted Grant provision controls.

II. INCORPORATED DOCUMENTS.

- 2.1. **Incorporated Documents.** The following documents attached hereto and incorporated herein:
 - 2.1.1. **Exhibits.**
 - 2.1.1.1. Exhibit A. *General Grant Requirements for the Distribution and Expenditure of State Aid and Targeted Grants.*
 - 2.1.1.2. Exhibit B. *Juvenile Board Resolution*
 - 2.1.2. **Appendices.**
 - 2.1.2.1. Appendix I. *Expenditure Guidelines.*
- 2.2. **Documents Incorporated by Reference.** The following documents are incorporated by reference into this Contract and the provisions are binding on the Grantee.
 - 2.2.1. **Requests for Proposals.** Requests for proposal are Department Requests for Proposals (RFPs) and/or Requests for Application (RFAs) that solicit applications in connection with any grant hereunder.

- 2.2.2. **Expenditure Guidelines.** Guidelines that establish the general principles for determining the allowable costs incurred by the Grantee under grants, contracts, and other agreements with the Department utilizing state funding. The Expenditure Guidelines are incorporated by reference as an appendix to the Contract.
- 2.2.3. **Grant Manager Web Application.** Grant Manager is a web-based software application developed by the Department to facilitate the online application, performance reporting, management, and expenditure reporting of the Contract and grants administered by the Department. The Grantee shall use the Grant Manager system as directed by the Department to complete fiscal processes associated with this Contract such as the online submission of the budget application, grant plans, and program expenditure reports. The Grantee shall submit a *Grant Manager User Authorization Form* in the format specified by the Department in order to gain secure access to the Grant Manager system. The Department shall establish the minimum system requirements necessary for the Grantee to access the online application.
- 2.2.4. **37 Texas Administrative Code Chapter 343.** 37 Texas Administrative Code Chapter 343 sets forth the compliance criteria and verification procedures used by the Department to monitor and inspect secure pre-adjudication detention facilities and secure post-adjudication correctional facilities under the Department's oversight. The obligations specified in Chapter 343 shall control, to the extent that a conflict exists with the provisions of this Contract, the General Grant Requirements, Targeted Grant requirements, or other resource documents incorporated into this Contract.
- 2.2.5. **37 Texas Administrative Code Chapter 355.** 37 Texas Administrative Code Chapter 355 sets forth the compliance criteria and verification procedures used by the Department to monitor and inspect non-secure juvenile correctional facilities under the Department's oversight. The obligations specified in Chapter 355 shall control, to the extent that a conflict exists with the provisions of this Contract, the General Grant Requirements, Targeted Grant requirements, or other resource documents incorporated into this Contract.
- 2.2.6. **Targeted Grants.** The terms and conditions of all Targeted Grants entered into by Grantee are incorporated into the Contract by reference.

III. **DEFINITIONS.** The following words and terms when used in this Contract shall have the following meanings unless the context clearly indicates otherwise.

- 3.1. **Active Juvenile Officer Certification.** A juvenile probation officer or juvenile supervision officer with an active juvenile officer certification is one who has met the minimum certification requirements under Texas Administrative Code Chapter 344 and is currently certified by the Department.
- 3.2. **Authorized Designee.** Any person, entity, state agency, or federal agency to whom authority has been contractually or statutorily delegated to act in cooperation or consultation with the Department regarding any program or service provided under any grant.
- 3.3. **Caseload.** The juveniles for whom a certified juvenile probation officer is authorized under the Department's standards to provide probation supervision and services.
- 3.4. **Chief Administrative Officer.** Regardless of title, the person hired by a juvenile board who is responsible for oversight of the day-to-day operations of a juvenile probation department, including the juvenile probation department of a multi-county judicial district.
- 3.5. **Commitment Diversion Eligible Population.** Juveniles who have been formally referred to and disposed by the probation department and who are being supervised on deferred prosecution or court-ordered probation.
- 3.6. **Community-Based Program.** An array of rehabilitation services for juvenile offenders and their families provided in local communities, including, but not limited to, Youth Services and Residential Services, transition programs and services, and aftercare programs.

- 3.7 **Compliance Monitoring, Enforcement and Tracking System (COMETS).** An automated internal system developed by the Department that consists of an extensive database to track compliance requirements, instances of non-compliance, monitoring reports, citations, corrective actions, and sanctions imposed by the Department.
- 3.8 **Fiscal Officer.** A county or district auditor or treasurer or their designee, provided the designee is a qualified accountant or bookkeeper who is not an employee of the Grantee.
- 3.9 **Formal Referral.** A formal referral occurs when all three of the following conditions exist:
- 3.9.1 delinquent conduct, conduct indicating a need for supervision, or violation of probation was allegedly committed;
 - 3.9.2 the juvenile probation department has jurisdiction and venue; and
 - 3.9.3 the officer or official designated by the Grantee has either:
 - a. made face-to-face contact with the juvenile and the alleged offense has been presented as the reason for this contact; or
 - b. given written or verbal authorization to detain the juvenile.
- 3.10 **Inter-County Transfer Officer.** The person designated by the chief administrative officer to act as the contact for all matters involving the transfer of juvenile probation supervision between counties.
- 3.11 **Juvenile Justice Program.** Program operated for the benefit of juveniles referred to the juvenile probation department and that is wholly or partly operated by the juvenile board or by a private vendor under contract with the juvenile board. This term also includes juvenile justice alternative education programs (JJAEPs) and Youth Services programs that serve juveniles that have been referred to the juvenile probation department and who are under the jurisdiction of the juvenile court. If a juvenile justice program is operated in a facility licensed or operated by a state agency, the facility must be registered with the Department.
- 3.12 **Juvenile Probation Officer (JPO).** An individual whose primary responsibility and essential job function is to provide juvenile probation services and supervision duties authorized under statutory and agency administrative law that can only be performed by an active certified juvenile probation officer in good standing with the Department.
- 3.13 **Juvenile Probation Services.** Juvenile Probation Services are:
- 3.13.1 Services provided by or under the direction of a juvenile probation officer in response to an order issued by a juvenile court and under the court's direction, including: protective services; prevention of delinquent conduct and conduct indicating a need for supervision; diversion; deferred prosecution; foster care; counseling; supervision; and diagnostic, correctional, and educational services;
 - 3.13.2 Services provided by a juvenile probation department that are related to the operation of a pre-adjudication or post-adjudication juvenile facility; and
 - 3.13.3 Pre-adjudication services, including intake services, pre-court monitoring, and other services authorized by the juvenile board for youth under its jurisdiction prior to appearance before a court or prior to disposition.
- 3.14 **Juvenile Supervision Officer (JSO).** An individual who holds an active juvenile supervision officer certification and whose primary responsibility and essential function is the supervision of juveniles in a juvenile justice program or juvenile justice facility.
- 3.15 **Licensed Mental Health Professional (LMHP).** An individual, including, but not limited to, a psychiatrist, psychologist, licensed clinical social worker, licensed professional counselor, and licensed marriage and family therapist, who is licensed by the state of Texas to diagnose, evaluate or treat any mental, emotional condition or disorder.

- 3.16 **Mental Health Paraprofessional.** An individual who is able to perform tasks requiring significant knowledge, but does not have the license or certification to perform at a professional level, including students, interns, fellows, post-doctorates, or other approved students in an official training program in psychology or a related field under the supervision of an authorized mental health professional.
- 3.17 **Mental Health Services and Programs.** All services necessary to treat, care for, supervise, and rehabilitate persons with a mental illness. Including:
- 3.17.1 **Mental Health Screening, Assessment and Evaluation.** The process of identifying youth as having a mental health diagnosis or mental health need, including psychological and psychiatric evaluations. Mental health diagnoses must be made by appropriately trained and licensed mental health professionals through the use of a psychological evaluation, rather than a screening instrument alone.
 - 3.17.2 **Behavior Interventions.** Treatment Interventions for juveniles with a mental health diagnosis designed to increase socially adaptive behavior and to decrease maladaptive behaviors
 - 3.17.3 **Programs.** Include but are not limited to mental health case management, counseling (individual, family and group), skills training and wrap-around services.
 - 3.17.4 **Medications.** Psychotropic medications and medications associated with treating a diagnosed mental health condition.
- 3.18 **Mental Health Need.** The identification and establishment of a mental health need is consistent with the Department of State Health Services Children’s Mental Health Services Criteria. Accordingly, services may be provided for youth who have a diagnosis of mental illness (according to the most recent version of the Diagnostic and Statistical Manual) and youth who exhibit serious emotional, behavioral, or mental disorders and who either (1) have a serious functional impairment, (2) are at risk of disruption of a preferred living or child care environment due to psychiatric symptoms, or (3) are enrolled in a school system’s special education program because of serious emotional disturbance. Excluded are youth with a single diagnosis of substance abuse, Intellectual Developmental Disorder, or Autism Spectrum Disorder.
- 3.19. **Non-Secure Correctional Facility.** Any public or private residential facility operated by or under contract with a juvenile board in which the construction fixtures, hardware, staffing models, and procedures do not restrict the egress of residents from the facility.
- 3.20. **Out-of-State Residential Placement Facility.** Any public or private residential child-care or residential placement facility in a state outside of Texas, both public and private that is licensed, regulated, or certified by a governmental entity in the state where the facility is located.
- 3.21. **Post-Adjudication Secure Correctional Facility.** Any public or private residential facility, including an alcohol or other drug treatment facility, that: (a) includes construction fixtures designed to physically restrict the movements and activities of juveniles or other individuals held in lawful custody in the facility; and (b) is used for the placement of any juvenile who has been adjudicated as having committed an offense.
- 3.22 **Pre-Adjudication Secure Detention Facility.** Any public or private residential facility that: (a) includes construction fixtures designed to physically restrict the movements and activities of juveniles or other individuals held in lawful custody in the facility; and (b) and is used for the temporary placement of any juvenile who is accused of having committed an offense and is awaiting court action, an administrative hearing, or other transfer action.
- 3.23. **Prevention and Early Intervention Services.** Programs and services intended to prevent or intervene in at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system.
- 3.24. **Progressive Sanctions Model.** A set of recommended graduated dispositional guidelines defined in the Texas Family Code Chapter 59. The progressive sanctions model provides uniform and consistent standards in juvenile case dispositions, taking into account the seriousness of conduct, history of delinquent conduct, previous interventions, special treatment/training needs, and special circumstances of the juvenile.

- 3.25. **Project Director.** The individual designated by the juvenile board or Chief Administrative Officer, who is to be responsible for the administration and coordination of grant funds in accordance with this Contract,, the general grant requirements, and applicable Targeted Grant requirements.
- 3.26. **Recommendation.** The most appropriate course of action or option that the probation officer and department recommend or present to the juvenile court as a dispositional option for a juvenile offender that, in the professional judgment of the probation officer, is in the best interest of the juvenile and society in the professional judgment of the probation officer.
- 3.27. **Residential Child-Care Facility.** A facility licensed or certified by the Texas Department of Family and Protective Services to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers. The term includes child-care institutions, child-placing agencies, foster group homes, foster homes, agency foster group homes, and agency foster homes.
- 3.28. **Residential Placement Cost.** The cost per day for a youth placement in a pre-adjudication secure detention facility, a short-term secure detention facility (i.e., holdover), a post-adjudication secure correctional facility, a non-secure correctional facility, a residential child-care facility, or an out-of-state residential placement facility.
- 3.29. **Residential Services.** Programs or services for a youth that is in placement, if the cost of the program or service is not included in the cost per day. If the cost of the program or service is included in the cost per day, it should be categorized as a placement cost and not as a separate residential program or service cost.
- 3.30. **Service Provider.** A public or private vendor that is funded in whole or in part using grant funds and obligated under the terms of a procurement contract with the Grantee to provide goods and/or services for the operation, management, or administration of juvenile probation services and juvenile justice programs.
- 3.31. **Staff Services.** Staff services are:
- 3.27.1. Salaries and fringe benefits for staff employed by the juvenile probation department under the direction of the Grantee;
 - 3.27.2. Travel reimbursement for juvenile probation department staff for the provision of juvenile probation services; and
 - 3.27.3. Operating expenses for the juvenile probation department (e.g., postage, telephone, office supplies, printing and other costs) directly related to juvenile probation services, juvenile justice programs, and administration.
- 3.32. **State Aid Grants.** State Aid Grants are available to all departments. Component areas differ by eligible/target population and programmatic focus, but are grouped together to allow maximum flexibility in application of funds between grants. The State Aid Grant component areas are: Basic Probation Supervision, Community Programs, Pre- and Post-Adjudication, Commitment Diversion, and Mental Health Services.
- 3.33. **Targeted Grants.** Targeted Grants are offered competitively or on the basis of specific eligibility criteria, but are not available to all departments. Targeted Grants differ by population and focus, and are designed to target funding to specific areas, with no shifting of funds between grants. Targeted Grants include, without limitation, the following: Prevention and Intervention; Border Justice; Harris County Leadership Academy; Special Needs Diversionary Program (SNDP); Small/Medium department commitment diversion pool; Supplemental and Emergent Needs; Recidivism Reduction for 2017; Juvenile Justice Alternative Education Program (JJAEP); and Regionalization.
- 3.34. **Target Population for Mental Health Services.** Youth under the jurisdiction of the Grantee who are in need of a mental health assessment, and those youth identified through assessment as needing mental health treatment services, programs, and/or placement.
- 3.35. **Treatment Hours.** The number of hours of direct clinical/treatment services provided to a juvenile under the jurisdiction of the Grantee. Treatment hours may only be counted when services are provided by an LMHP or a mental health paraprofessional.

3.36 **Youth Activities Supervisor.** Regardless of title, an individual whose primary responsibility and essential job function is the supervision of juveniles strictly in a non-secure setting within a juvenile justice program or facility other than a juvenile justice alternative education program.

3.37 **Youth Services.** Services or programs provided to a juvenile who has not been placed in a residential facility.

IV. OBLIGATIONS AND RESPONSIBILITIES OF THE DEPARTMENT.

4.1. **Payments to the Grantee.** The Department shall pay the Grantee, according to the specified schedule, the following grant amounts:

4.1.1. **Monthly Payments.** The Department shall make grant payments for the following grants during the term of this Contract in eleven (11) monthly installments during each state fiscal year in the 2016-2017 biennium. The first payment to the Grantee will be 16.7 percent of the total grant amount, and each of the remaining 10 payments shall be 8.33 percent of the total, subject to 4.2., below. Prior to the commencement of fiscal year 2016, the Department shall provide written notice of any subsequent allocation amounts that may be available to the Grantee. The amounts listed in the chart below are for fiscal year 2016. The Department shall provide allocations for fiscal year 2017 no later than May 1, 2016.

4.1.1.1	State Aid Grant – Total Amount	358768
4.1.1.2.	State Aid Grant – Basic Probation Supervision in the amount of	145007
4.1.1.3.	State Aid Grant – Community Programs in the amount of	100650
4.1.1.4.	State Aid Grant – Pre- and Post-Adjudication in the amount of	0
4.1.1.5.	State Aid Grant – Commitment Diversion in the amount of	25985
4.1.1.6.	State Aid Grant – Mental Health Services in the amount of	30711
4.1.1.7	State Aid Grant – Flexible Funding in the amount of	56415
4.1.1.8.	GRANT B - Border Children’s Justice Project in the amount of	0
4.1.1.9.	GRANT D - Leadership Academy in the amount of	0
4.1.1.10.	GRANT M - Special Needs Diversionary Program in the amount of	0
4.1.1.11.	GRANT P - Juvenile Justice Alternative Education Program (JJAEP) in the amount of	0
4.1.1.12.	GRANT S - Prevention and Intervention Demonstration Project in the amount of	0
4.1.1.13	GRANT T – Prevention and Intervention: School Truancy in the amount of	0

4.2. **Withholding of Final Disbursements.** The Department may withhold disbursement of the final two monthly installments unless the Grantee confirms its need for the full or lesser amount. Upon confirmation, the Department shall disburse the appropriate payment.

4.3. **Reimbursement Payments.** The Department shall, to the extent funds are available, reimburse the Grantee for eligible claims presented for payment if the Department determines the requirements for reimbursement have been met. Claims under this Contract can only be made for the period this Contract is in effect. Reimbursement programs include the following:

4.3.1. Title IV-E Federal Foster Care Program (Grant “E”). In accordance with the requirements detailed in the specific grant requirements, the Department shall reimburse the Grantee under Grant E the maximum federal dollar share for the following: foster care maintenance claims for eligible juvenile probation children, direct administrative claims, and enhanced administrative claims. Upon review and approval of supporting

documentation, the Department shall reimburse the Grantee as requests for reimbursement are presented for payment provided there is sufficient Title IV-E grant award authority against which to process presented claims and providing said funds are being reimbursed to the Department by Texas Department of Family and Protective Services (TDFPS) via the interagency agreement. To be eligible for reimbursement, all costs must be reasonable, allowable, and properly allocated for support of the foster care program. A direct or enhanced administrative claim is not eligible for reimbursement if the basis of the claim has funding from any other federal source.

- 4.3.2. JJAEP Program (Grant "P"). Grantees eligible for reimbursements under Grant P shall receive a share of the initial \$1,500,000 distribution based on each Grantee's share of the total juvenile population for each school year for the current contract period. Additional funds will be distributed at a rate not to exceed \$96 per eligible student attendance day for students who are required to be expelled pursuant to Chapter 37 of the Texas Education Code and who meet the Targeted Grant requirements. The Grantee will not be able to receive the additional funds until the initial amount allocated is earned at the rate of \$86 per eligible student attendance day. Payments to the Grantee by the Department shall be limited to no more than 180 days of operation during each regular school year for the current contract period.

V. GENERAL DUTIES AND RESPONSIBILITIES OF GRANTEE.

- 5.1. **Confirmation of Need for Final Two Disbursements.** The Grantee shall, in a manner specified by the Department, confirm its need for the full or lesser amount of the final two disbursements of each fiscal year, in a manner specified by the Department.
- 5.2. **Active Juvenile Officer Certification.** The individual juvenile officer and the employing department shall ensure that all requirements under Texas Administrative Code Chapter 344 are met in order to maintain juvenile officers' certifications in active status.
- 5.3. **Compliance Systems.** The Grantee shall implement and use the required compliance systems, as well as adhere to the policies, procedures, and requirements relating to COMETS. Grantee shall use COMETS to respond to any citation of non-compliance.
- 5.4. **Notice of Suit.** If the Grantee, the Grantee's county (or counties for judicial districts), the juvenile probation department, and/or its employees, contractors, or service providers are named as a party in a civil lawsuit or criminal proceeding, the Grantee shall notify the Department within five (5) calendar days of receiving notice if the lawsuit relates to the operation of a juvenile probation department, juvenile justice program, pre-adjudication secure juvenile detention facility, short-term secure detention facility (i.e., holdover), a post-adjudication secure correctional facility, or other facility operated by or under the authority of the Grantee.
- 5.5. **Privatization of Juvenile Probation Services, Juvenile Justice Programs, and Facilities.** Before the Grantee enters into any subcontract with any public or private person or entity for the provision of administration or programmatic services in juvenile justice programs and facilities, the Grantee shall ensure that the qualifications of the subcontractor are adequate to ensure the subcontractor will perform and meet the terms of this Contract and the provisions contained herein in their entirety. All subcontracts entered into by the Grantee shall be in writing and shall be subject to all applicable requirements contained in this Contract and applicable law. The Grantee shall be solely responsible to the Department for the performance of any subcontractor under this Contract.
- 5.6. **Health and Safety of Juveniles.** Grantee shall provide juvenile probation programs and services and juvenile justice programs to serve the juveniles under the jurisdiction of the juvenile court or courts within the Grantee's jurisdiction and shall ensure all programs, services, and facilities provide adequate health and safety protections, procedures, and policies for all youth being served. The Department may issue a Non-Compliance Citation Report (NCCR), cease or suspend funding, or impose any other sanctions available under administrative rules or other applicable laws for failure to protect the health and safety of juveniles.
- 5.7. **Facility Registration and Staffing Requirements.** The Grantee shall not place a juvenile in a short-term detention facility, a pre-adjudication secure detention facility, a post-adjudication secure correctional facility, or a non-secure correctional facility unless that facility is registered with the Department and all staff members have the appropriate certification for their positions, as outlined in 37 Texas Administrative Code Chapters 344 and 351. Each officer shall maintain an active

certification in order to perform the duties of a juvenile probation officer, or juvenile supervision officer, or youth activities supervisor. The individual and the employing department shall ensure all requirements under 37 Texas Administrative Code Chapter 344 are met to maintain active certification.

- 5.8 **Removal of Personnel from Ongoing Background Checks.** The Grantee shall subscribe to the Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT) for initial and continuing criminal background checks on all direct care staff, volunteers, interns, and contractors. If a person who is the subject of such criminal background checks ceases to have direct contact with youth, the Grantee shall unsubscribe from the person's record in accordance with the process described in Texas Government Code Section 411.0845. Each quarter, the Grantee shall provide the Department's Certification Officer or designee with an updated list of all persons unsubscribed from FACT.

VI. ACCOUNTING, REPORTING, AUDITING, REQUIREMENTS AND FINANCIAL ASSURANCES REQUIREMENTS FOR GRANT FUNDS.

- 6.1. The Grantee shall follow the accounting, reporting, auditing, and financial assurance requirements contained in this Contract. The Grantee shall maintain supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable Department and State of Texas requirements.
- 6.2. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. Grantee's acceptance of funds under this Contract acts as acceptance of the authority of the state auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall include a clause concerning the authority to audit funds and the requirement to cooperate in any subcontract it awards.

VII. GENERAL PROVISIONS, SANCTIONS AND PENALTIES.

- 7.1. **Term.** This Contract shall be in force from September 1, 2015, through August 31, 2017 and may be renewed for subsequent 2-year terms thereafter, upon mutual, written agreement of the parties.
- 7.2. **Funding Availability.** This Contract is at all times subject to state appropriations. The Department makes no express or implied representation or guarantee of continued or future funding under this Contract. The Department has, as of the date of the execution of this Contract, obtained all requisite approvals and authority to enter into and perform its obligations under this Contract, including, without limitation, the obligation to make the initial payment or payments required to be made under this Contract on the date or dates upon which such initial payment or payments may otherwise be disbursed during the current contract period, (i.e., September 1, 2015, through August 31, 2017). The Grantee acknowledges the Department's authority to make such payments is contingent upon the Texas Legislature's appropriation to the Department of sufficient funds and the availability of funds to the Department for such purpose. If the State of Texas or the federal government terminates its appropriation through the Department or fails to pay the full amount of the allocation for the operation of any grant or reimbursement program hereunder, or the funds are otherwise unavailable, the Department may immediately and without penalty reduce payments or terminate this Contract, in whole or in part. Upon termination of the Contract or reduction of payments, the Grantee shall return to the Department any unexpended funds already disbursed to the Grantee. Neither the Department nor the State of Texas shall incur liability for damages or any loss that may be caused or associated with such termination or reduction of payments. The Department shall not be required to give prior notice for termination or reduction of payments.
- 7.3. **Entire Agreement.** This Contract and all documents incorporated herein by reference constitute the complete and final agreement between the Department and the Grantee. Any other oral or written agreements between the parties concerning the subject matter of this agreement have no force or effect after the effective date of this Contract.
- 7.4. **Notice.** Except as expressly provided herein, any notice required or permitted to be given under this Contract shall be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

GRANTEE

CHIEF JUVENILE PROBATION OFFICER

<<Address>>

<<City, State, Zip>>

TEXAS JUVENILE JUSTICE DEPARTMENT

Mailing Address:

P.O. Box 12757

Austin, Texas 78711

Attention: Contract Administrator

Physical Address:

11209 Metric Boulevard, Building H, Suite A

Austin, Texas 78758

The notice shall be effective on the date of delivery.

7.5. Sanctions and Penalties.

7.5.1. **Withholding of Payments.** Notwithstanding anything to the contrary herein, the Grantee acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, if Grantee fails to comply with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if Grantee fails to perform its duties and responsibilities in accordance with the terms and conditions of this Contract.

7.5.2. **Withholding of Future Payments.** If the Grantee fails to reimburse the Department for discovered unallowable expenditures, the Department may withhold payments under any grant until the unallowable costs have been completely reimbursed.

7.5.2.1. **Notice and Hearing.** Prior to permanently suspending payment pursuant to 7.5.1 or 7.5.2, the Department shall provide reasonable notice and conduct a hearing before the Texas Juvenile Justice Department Board. The administrative determination rendered by the Department Board is final.

7.5.3. **Ineligibility for Future Grants.** The Grantee may become ineligible for future grants of any kind from the Department under the following circumstances:

7.5.3.1. The Grantee, its staff, employees, designees, or contractors intentionally or knowingly falsify any documents, reports, or records related to grant funds received under this Contract or intentionally or knowingly give false statements to any Department employee or designee related to the expenditure of grant funds, provision of juvenile probation services, or administration of juvenile justice programs.

7.5.3.2. The Grantee, its staff, employees, designees, or contractors intentionally or knowingly violate any provision of this Contract.

7.5.4. **Debarment, Suspension, or Ineligibility.** By execution of this Contract, the Grantee certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency from participation in this Contract or any grant authorized hereunder.

7.5.5. **Force Majeure.** Upon Grantee's written request to the Department, the Department may grant relief from performance of the Contract if the Grantee is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to fault or negligence of the Grantee. The burden of proof for the need of such relief shall rest upon Grantee.

7.6. **Termination.** The Department may terminate this Contract, or any portion thereof, as a result of the Grantee's failure to comply with any covenant, assurance, term, or condition of this Contract, including documents incorporated herein by reference.

7.6.1. **Termination for Cause.** Termination under this provision may occur no sooner than the 15th day after a Grantee's receipt of Notice of Intent to Terminate. Justifications for Termination by the Department for cause include, without limitation, the following circumstances:

- 7.6.1.1. Grantee knowingly and intentionally: submits falsified or fraudulent documents or reports; makes false representations, certifications, or assurances relating to this Contract; causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or
- 7.6.1.2. The life, health, welfare, or safety of individuals served by or under the authority of the Grantee is endangered or could be endangered either directly or indirectly through the Grantee's intentional, willful, or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, without limitation, a finding by the Department of reason to believe an abuse, neglect, or exploitation investigation occurred in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 7.6.2. **Termination without Cause.** This Contract may be terminated by either party upon sixty (60) calendar days' notice to the other party of termination.
- 7.6.3. **Termination by Mutual Agreement.** The Department and the Grantee may mutually agree in a writing signed by both parties to terminate this Contract at any time.
- 7.7. **Hold Harmless.** The Grantee shall be solely responsible for the safety and welfare of the juveniles participating in any program or service funded through the grants received by the Grantee under this Contract. The Grantee shall, to the extent allowed under the Constitution and the laws of this state, indemnify, defend, and hold harmless the State of Texas, the Department, its board members, employees, and designees from any claim, loss, legal proceeding, and liability that results from the operation of any program funded in whole or in part with funds received under this Contract.
- 7.8. **Governing Law.** This Contract is being executed and delivered in the State of Texas. This Contract is intended to be performed in the State of Texas and the laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Contract. Prior to seeking a judicial review, the Grantee shall exhaust all administrative remedies including, but not limited to, those described under Section 7.9 below. Venue for any legal action arising from this Contract shall be in Travis County, Texas.
- 7.9. **Administrative Remedies.** The Grantee agrees that any dispute, controversy, or claim arising out of or relating to unallowable expenditures under this Contract, whether during or after its term, shall be submitted to an administrative review before the Department's Board. To initiate the process, the Grantee shall submit a written notice, in accordance with terms set forth herein, to the Department's Executive Director or designee and all members of the Department's governing board. Said notice shall specifically request a Board review and state the nature of the dispute, controversy, or claim. The Grantee shall also provide a copy of the notice to all members of the Grantee's governing board. A Board review under this provision shall be a condition precedent to the filing of a contested case proceeding under the Administrative Procedure Act, Texas Government Chapter 2001. If the parties are unable to resolve the matter through the Department's administrative review process, either party may elect to resolve the dispute or claim as a contested case. Neither the administrative review process nor a proceeding under the Administrative Procedure Act shall be construed to adversely affect any party's right to a judicial review. Neither the execution nor the performance of this Contract by the Department shall be construed to be a waiver of sovereign immunity to suit.
- 7.10. **Authority to Bind the Department.** This Contract is not binding upon the Department unless and until it has been executed by the Department's Executive Director or an authorized designee.
- 7.11. **Grantee's Authority.** The person or persons executing this Contract on behalf of the Grantee represent and guarantee that they have been fully authorized by the Grantee to execute the Contract on behalf of the Grantee and to validly and legally bind the Grantee to all the terms and provisions contained in this Contract. Evidence of this authority to contract is attached to this Contract as the *Juvenile Board Resolution*, Exhibit "B" that shall be adopted in compliance with the Texas Open Meetings Act as codified in Texas Government Code Chapter 551.
- 7.12. **Assignability.** No assignment of this Contract or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.

- 7.13. **Amendments.** To be valid and effective, any amendment to this Contract must be in writing, signed by the Department and the Grantee, and expressly made a part of this Contract.
- 7.14 **Applicable Law, Policy and Procedure.** The Grantee shall comply with all applicable state and federal laws, regulations, standards, policies, and procedures as they currently exist or as amended or renumbered and enacted and effective during the term of the Contract.

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Exhibit A

General Grant Requirements for the Distribution and Expenditure of State Aid and Targeted Grants

I. GRANT DESCRIPTION.

State Aid Grants provided to local juvenile boards support the following programs and services: provision of basic juvenile probation supervision, community programs, pre- and post-adjudication, commitment diversion, and mental health. State Aid Grants also assist the juvenile board in adhering to the Texas Juvenile Justice Department's (Department) standards and policies. This grant shall fund the development of community-based probation programs and services for juveniles at risk of commitment to the Department. These General Grant Requirements, incorporated into the State Aid and Targeted Grant Contract (the "Contract") as Exhibit "A," apply to the distribution and expenditure of State Aid Grant funds and Targeted Grant funds, except to the extent a requirement in a Targeted Grant conflicts with these General Grant Requirements, in which case the Targeted Grant requirement controls.

II. GENERAL GRANT DEFINITIONS.

Definitions included in the Contract apply to these General Grant Requirements.

III. PROGRAM PERFORMANCE MEASURES.

A. **Goal.** The goals of the Department's grants are to:

1. Reduce delinquency, increase offender accountability, and rehabilitate juvenile offenders through a comprehensive, coordinated, community-based juvenile probation system;
2. Expand and supplement the mental health services available to and provided for juveniles under the jurisdiction of juvenile probation departments.

B. **Program Objective.** The objectives of the Department's grants are to:

1. Provide, develop, and support community-based juvenile probation services and programs and to ensure the delivery of safe and effective juvenile probation programs and services that adhere to the Department's standards and policies while maximizing juvenile outcomes;
2. Increase the availability of mental health screenings, assessments and evaluations for juveniles referred to and under the supervision of juvenile probation departments and the provision of services, programs and placements to juvenile offenders with identified mental health needs; and
3. Increase the availability of community-based programs and post-adjudication residential placements in an effort to divert appropriate juvenile offenders from commitment to TJJD while maintaining community safety.

C. **Program Performance Measures.** Grantee performance shall be determined using the following measures:

1. Total formal referrals in each year of the grant period;
2. Average daily population of juveniles under deferred prosecution and probation supervision in each year of the grant period;
3. Number of placements in secure and non-secure residential post-adjudication facilities in each year of the grant period;
4. Percentage of juveniles under deferred prosecution and probation supervision participating in a community-based program in each year of the grant period;
5. Number of juveniles committed to the Department in each year of the grant period;

6. Number of juveniles certified as adults in each year of the grant period;
7. Percentage of Department-eligible offenders committed to the Department;
8. One, two, and three year re-referral/re-arrest and incarceration recidivism rates for juveniles beginning supervision, beginning a program, and leaving a post-adjudication residential facility;
9. Total number of juveniles provided mental health services during the contract period;
10. Total number of mental health assessments or psychological evaluations completed;
11. Total number of mental health treatment hours provided;
12. Number of juveniles offenders served by State Aid Grant Commitment Diversion funding;
13. Percent of juveniles served completing Commitment Diversion programs or placements;
14. Number of juveniles served by State Aid Grant Commitment Diversion funding committed to TJJD by the juvenile probation department during the grant period;
15. One, two, and three year recidivism rates for all juveniles served by State Aid Grant Commitment Diversion funding in programs and post-adjudication placements.

D. Compliance with Performance Measures. The Grantee shall adhere to the minimum performance measures established by the Department based on the Grantee's historic performance of services. The Grantee shall report, in the format specified by the Department, on the Grantee's success in meeting the performance targets. This provision applies to grants for services other than basic probation services. If the Department determines, in its sole discretion, that the Grantee has failed to meet performance measures, the Department may reduce or eliminate Grantee's future funding allocations.

IV. PROGRAMMATIC COMPONENTS.

A. Requests for Information. The Grantee shall fully and promptly comply with all reporting requirements and requests for information issued by the Department or its authorized designee. The Grantee shall provide such information in the format requested by the Department. The Grantee shall ensure that its staff, interns, volunteers, and subcontractors comply in a timely and complete manner with all the Department's requests for information. The Grantee shall comply in a timely manner with requests by the Department or its authorized designee for financial information, records, and documents related to evaluating costs of programs and services provided by the Grantee's probation department. The Grantee shall timely submit any files or records of the Grantee's juvenile probation department, or any facility or program operated by or under the authority of the Grantee, requested by the Department or its authorized designee as a part of the monitoring, auditing, or investigatory process.

1. **Agency Proceedings and Investigations.** The Grantee shall require all employees, interns, volunteers, subcontractors, and private vendors to cooperate with and to testify in any administrative or judicial proceeding or hearing regarding any matter the Department considers necessary for the investigation of abuse, neglect, or exploitation allegations; complaints; financial and programmatic audits; or any other matter under the Department's authority. Compliance with this provision does not constitute a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
2. **Agency Subpoena Power.** The Grantee shall comply with the provisions of Human Resources Code Section 203.008 or other applicable law that authorizes the Department to issue subpoenas, receive evidence, and gather information that the Department deems necessary for the investigation of abuse, neglect, or exploitation allegations; complaints; financial and programmatic audits of juvenile probation programs, services, and facilities; or any other matter under its authority.

B. Compliance with Agency Administrative Law. The Grantee shall comply with all the Department's administrative rules contained in Title 37 Texas Administrative Code that apply to the Grantee, the juvenile probation departments,

and any juvenile justice programs, juvenile probation services, and facilities operated or provided by or under the authority of the Grantee.

- C. **Departmental Policies and Procedures.** The Grantee shall promulgate and enforce the following departmental policies and procedures:
1. **Employee Timekeeping Documentation.** The Grantee shall require all employees, interns, volunteers, subcontractors, and private vendors paid in whole or part with state funds to maintain and make available to the Department documentation of the performance of juvenile probation services, completion of a standard 40-hour work week or a pro-rated alternate work schedule, and all documented leave. The Grantee shall ensure that accurate timesheets and attendance records are maintained by the chief administrative officer. The Grantee shall ensure that all employees, interns, volunteers, subcontractors, and private vendors that are paid with state funds, provide leave documentation. The Grantee shall make all employee salary documentation and timesheets available for review by the Department.
 2. **Employee Daily Travel Activity Documentation.** The Grantee shall require all travel expenses paid in whole or part with state funds to be accurately documented daily by the individual traveling. The Grantee shall document, at a minimum, the date, destination, times, mileage or odometer readings, and related travel activities.
- D. **Diversion Programs and Services.** The Grantee shall use grant funds to provide community-based programs and/or services designed to provide diversionary alternatives for juveniles at risk of commitment to Department including, but not limited to, intensive supervision probation, residential placements, family preservation services, parenting skills, and mental health services.
- E. **Target Population.** The Grantee shall ensure that diversion programs and services provided under this grant are designed to serve juvenile offenders who are at risk of commitment to Department.
- F. **Department Commitment Goals.** By executing the State Aid and Targeted Grant Contract, Grantee agrees to assist the Department in achieving the statewide Department commitment goal of limiting the number of juvenile offenders recommended for commitment to the Department. Grantee shall develop programmatic alternatives for juvenile offenders at immediate risk of commitment to the Department to limit the number of staff recommendations for Department commitment to the Department's established number of recommendations. Grantee shall require its juvenile probation department staff to explore and recommend dispositional alternatives for each adjudicated youth, when appropriate, before making any recommendation for commitment to the Department. The specific commitment goals applicable to the Grantee are listed, by department, in the *TJJD Commitment Goals* [TJJD-FIS-415] on the Department's website and are incorporated by reference into this Contract.
- G. **Ideal Commitment Criteria.** Grantee shall ensure that its juvenile probation department's recommendations of commitment to the Department adhere to the ideal commitment criteria in every case unless mitigating or extenuating circumstances are present and documented. The ideal commitment criteria are defined as any commitment recommended by and consistent with the Progressive Sanctions Guidelines as found in Chapter 59 of the Texas Juvenile Justice Code, Title 3, Texas Family Code.
- H. **Mental Health Services.** Grantee will receive allocated funding to secure Mental Health Services and Programs for youth under Grantee's supervision. Services may include screening, assessment, diagnoses, evaluation, or treatment of youth with Mental Health Needs. The Department's provision of State Aid Grant Mental Health Services funds shall not be understood to limit the use of other state and local funds for mental health services. State Aid Grant Mental Health Services funds may be used for all mental health services and programs as defined herein, however these funds may not be used to supplant local funds or for unallowable expenditure. Youth served by State Aid Grant Mental Health Services funds must meet the definition of Target Population for Mental Health Services provided in the Contract.
- I. **Commitment Diversion.** The Grantee shall provide community-based programs and Residential Services (i.e., post-adjudication placements) as follows:
1. Grantee shall submit a *Commitment Reduction Program Plan* to the Department for its approval via the Grant Manager system. The Commitment Reduction Program Plan submitted by the Grantee is incorporated by reference into the requirements of the State Aid Grant. Any changes to the approved Commitment Reduction

Program Plan submitted by the Grantee must first be approved by the Department in writing.

2. Eligibility. Juveniles served by State Aid Grant Commitment Diversion funds shall meet the definition of Commitment Diversion Eligible Population as defined in the Contract.
 3. Documentation. Grantee shall maintain documentation for all community-based programs and post-adjudication placements associated with the program and the Department may review this documentation during on-sight monitoring visits or upon request. Documentation shall include:
 - a. Date, time and duration of program/placement;
 - b. Location of program;
 - c. Purpose and goal of program; and
 - d. Number of participants.
 4. The Grantee shall establish written policies and procedures governing all State Aid Commitment Diversion programs and services Grantee provides.
 5. Licensing and Certification. The Grantee shall ensure that all licensed and/or certified staff maintain a current license and/or certification if the programs and services associated with State Aid Commitment Diversion funds require professional licensure or certification.
- J. **Other Funding Sources.** Except for Title IV-E Federal funds, other sources of funds, such as court-ordered child support payments and social security payments, shall be contributed toward the individual juvenile's placement cost for Residential Services.

V. PROGRAMMATIC REPORTING.

A. Annual Reports.

1. The *Annual Resource Report* shall be submitted on or before the designated due date of each year of the grant period in an electronic format as specified by the Department.
2. The *Juvenile Facility Registration Application* shall be submitted in the electronic format specified by the Department prior to opening a new facility, or by February 1 of each year of the grant period. This form shall be submitted by any pre-adjudication secure detention facility, short-term secure detention facility (i.e., holdover), post-adjudication secure correctional facility, and non-secure correctional facility that is operated by or under the authority of the Grantee.
3. The Grantee shall designate and update key personnel through the Juvenile Probation Directory on the Department's website. Notification of changes during the fiscal year regarding the Chief Juvenile Probation Officer/Chief Administrative Officer, Fiscal Officer, Juvenile Board Chair, or Facility Administrator shall also be submitted on official department or juvenile board letterhead. A copy of the approved juvenile board minutes announcing the appointments will also be accepted. These documents shall be submitted to the Department's Staff Services Officer within ten (10) calendar days from the effective date of the change. One person may not serve as Chief Juvenile Probation Officer, Chief Administrative Officer, and Fiscal Officer at the same time and one person may not serve as a Project Director and Fiscal Officer at the same time. One person may serve as the Chief Administrative Officer and Project Director simultaneously.
4. The Grantee shall complete a *Mental Health Services End-of-Year Summary* in a format specified by the Department no later than October 1 of the fiscal year of the current grant period. This report shall include, without limitation: purpose of activity; location of activity; number of juveniles served; number of mental health assessments provided; and number of mental health treatment hours provided.
5. The Grantee shall complete a *Commitment Diversion End-of-Year Program Summary* in a format specified by the Department no later than October 1 of the fiscal year of the current grant period. This report shall include,

without limitation: list of program activities and/or placements utilized; number of juveniles served; and how the programs and post-adjudication placements associated with the commitment reduction program met the overall goals and objectives as detailed in Grantee's Commitment Reduction Program Plan.

6. Grantee shall comply with any annual reporting requirements contained in Targeted Grants awarded to Grantee.

B. Quarterly Reports.

1. The Grantee shall provide a listing of all juveniles served by State Aid Grant Mental Health Services funds. The Grantee shall submit data electronically in a format specified by the Department no later than January 1, April 1, July 1, and October 1 of the current fiscal year of the biennium.
2. The Grantee shall provide a listing of all juveniles served by State Aid Commitment Diversion funds. The Grantee shall submit data electronically in a format specified by the Department no later than January 1, April 1, July 1, and October 1 of each fiscal year of the current grant period.
3. Grantee shall comply with any quarterly reporting requirements contained in Targeted Grants awarded to Grantee.

C. Monthly Reports.

1. Grantee shall comply with any monthly reporting requirements contained in Targeted Grants awarded to Grantee.

D. Other Periodic Reports.

1. Grantee shall use COMETS to respond to all citations of non-compliance with standards and grant requirements issued in regularly scheduled monitoring visit performance reports and any Non-Compliance Citation Reports (NCCR) that are issued by the Department. The Grantee shall submit the required corrective action responses within the mandated time frame as specified by the COMETS system.
2. The Grantee shall notify the Department of any change affecting the Grantee's official registry information including administration, baseline services, programs, rated capacity, or any other data submitted in the *Juvenile Facility Registration Application* regarding any pre-adjudication secure detention facility, short-term secure detention facility (i.e., holdover), post-adjudication secure correctional facility, or non-secure correctional facility operated by or under the authority of the Grantee. The Grantee shall ensure that any private vendor that operates a facility under the authority of the Grantee shall be contractually obligated to notify the Department of any changes in official registry information. The Grantee shall provide notice of changes in writing to the Department within ten (10) calendar days from the effective date of the change.
3. The Grantee shall notify the Department immediately in writing of any change affecting the Grantee and its composition, structure, function, or identity, such as the control, name change, governing board membership or personnel changes affecting the contracted services.
4. The Grantee shall enter each program it administers, or for which it contracts, into the Department's web-based Program Registry. The Grantee shall notify the Department of any change affecting the Grantee's official registry information, including, but not limited to, administration, program type, and program components.
5. Grantee shall provide Mental Health Services Prior Year Service Reports indicating the level of mental health services provided to juveniles with state and local funds in each fiscal year of the biennium, in a format specified in the TJJD Grant Manager web application.
6. Grantee shall provide all other periodic reports requested by the Department or contained in Targeted Grants awarded to Grantee.

VI. PROGRAMMATIC MONITORING.

- A. **On-Site Monitoring Visits.** The Grantee is subject to programmatic monitoring scheduled at the Department's discretion. Scheduled on-site visits are announced and confirmed in writing at least fifteen (15) calendar days in advance of the visit whenever possible. Scheduled on-site visits shall be conducted during the program's regular operating hours. The visit can include: a review of policies, procedures, and records; interviews with staff, juveniles, and other personnel; and a tour of the program or facility. The length of the visit depends on the size of the program or facility as well as the size of the Department's monitoring team. Each visit will conclude with an exit conference with appropriate staff and the presentation of findings in the Performance Rating Profile Report.
- B. **Unannounced On-Site Monitoring Visits.** The Department may conduct unannounced on-site visits in addition to its scheduled on-site visits. Unannounced on-site visits may be made without any advance notification and may occur at any time. Unannounced on-site visits may be conducted at random or for cause. The Department may determine cause exists by assessing alleged standards non-compliance, as a means to monitor program improvement plans (PIPs), or due to a request for intervention from other state or local government entities or the public. Unannounced on-site visits may also be conducted in conjunction with the Department's formal abuse, neglect, and exploitation investigations. The length and scope of an unannounced on-site visit shall be dependent on the circumstances that led to the visit. A Non-Compliance Citation Report (NCCR) shall be issued for any verified non-compliance in an unannounced on-site visit.
- C. **Desk Audits.** The Department may monitor compliance with standard or grant requirements by a desk audit, which includes review of select records and program documentation. Grantee shall make available to the Department any written policies and procedures, juvenile and staff records, juvenile board documentation, and other applicable documents. The review of written documentation and materials may be supplemented by phone interviews with select staff and/or juveniles. Findings will result in a performance rating profile report or a Non-Compliance Citation Report (NCCR). Grantee shall ensure its agents will comply with all requests for information during the course of a desk audit by the Department or its authorized designee.

VII. **APPLICABLE LAW, POLICY AND PROCEDURE.** The Grantee shall comply with all applicable state laws, federal laws, regulations, standards, policies, and procedures as they currently exist or as amended or renumbered and enacted and effective during the term of the Contract.

VIII. FINANCIAL COMPONENTS.

A. Allowable Expenditure of Funds.

1. Grant funds shall be expended for juvenile justice programs and juvenile probation services within the three budget categories of Staff Services, Inter-County Contracts, and External Contracts as allowed in the *Expenditure Guidelines* contained in Appendix I of this document.
2. Grant funds may be expended to provide programs and services for juveniles and family members of juveniles under the jurisdiction of the Grantee's juvenile probation department.
3. Expenditures that benefit both adult and juvenile probation departments shall be pro-rated on an equitable basis. The determination of the method of pro-rating such expenditures shall be supported by documentation. Only the portion of expenditures attributed to juvenile probation departments are allowable expenditures under this Contract.
4. Grant funds used to reimburse a county that provides fiscal services to another county or multiple counties shall be reasonable compensation for services actually provided. Payment shall not exceed five percent (5%) of the funding allocation and shall be made to the county providing fiscal services rather than to an individual.
5. The maximum allowable rates for use of State Aid and Targeted Grant funds for each of the levels of care and the description of each level is posted in the *Tier Level of Care Rate for Registered Facilities* [TJJD-FIS-175] on the Department's website. Expenditures for Residential Services in a Pre-Adjudication Secure Detention Facility or a Short-Term Secure Detention Facility shall not exceed the Basic Level of Care Rate. If the juvenile is placed in a Post-Adjudication Secure Correctional facility or a Non-Secure Correctional Facility, grant funds may be expended

at the Basic Level of Care Rate or a higher level of care rate if the facility is registered and approved by the Department for a specialized or intensive level of service rate. Commitment Diversion funds may only be expended at a rate of \$140.00 per day per youth for any program or placement, but other appropriate local or state funding sources may be used to pay costs in excess of \$140.

6. State Aid Commitment Diversion funds shall pay for at least 50% of the program or placement described in Grantee's *Commitment Reduction Program Plan*.
7. Allowable expenditures for State Aid Mental Health Services funds include:
 - a. Mental Health Screening, Assessment and Evaluation to identify youth having a mental illness or need for mental health treatment, including psychological and psychiatric evaluations;
 - b. Cost of mental health services that meet the definition set out in the Contract;
 - c. Salary of a mental health professional or contracted services;
 - d. Salary of a Juvenile Probation Officer who carries a caseload of youth that meet the target population and are receiving another type of mental health service; and
 - e. Psychotropic medications and medications associated with treating a diagnosed mental health condition.

B. Unallowable Expenditure of Funds.

1. Grant funds shall not be expended for unallowable items as detailed in in Appendix I of this document.
2. Grant funds shall not be expended for Residential Services in excess of the maximum allowable rates as defined in *Tier Level of Care Rates for Registered Facilities* [TJJD-FIS-175].
3. Grant funds shall not be expended for salaries or expenses of juvenile board members.
4. Grant funds shall not be expended for salary increases of existing personnel that exceed 8% of the previous year unless approved by the Department, provided that in no case shall grant funds be expended for salary increases of existing personnel that exceed 12% of the previous year. This requirement does not restrict the salary amount of new staff or promotions in juvenile probation departments.

C. Financial Match Requirements. See also Targeted Grant Requirements.

1. **Certification of Local Expenditures for Matching Requirements.** The Grantee shall submit the *Certification of Local Expenditures Report* certifying Grantee's local juvenile justice expenditures in the previous fiscal year were equal to or greater than those made in fiscal year 2006, excluding construction and capital outlay expenses. The local juvenile justice expenditures entered in the Grant Manager system shall be certified electronically via the Department's Grant Manager system.
2. **Waiver of Financial Match Requirements.** At the request of the Grantee, the Department may approve a waiver of the financial match requirement, as described in Subsection 1, provided that:
 - a. The Grantee demonstrates that local or county funding for juvenile services has not been supplanted by funding received under this grant;
 - b. The Grantee certifies that local juvenile justice expenditures in the previous fiscal year were equal to or greater than those made in fiscal year 1994; and
 - c. The Department determines that the Grantee is otherwise in compliance with the terms of this grant.

D. Funding Adjustments.

1. **Reduction of Grant Payments.** The Department may review the Grantee's unexpended grant balances for the State Aid Grant and Targeted Grants in the last three fiscal years. If the Department determines that more than 10 percent of the amount awarded remained unspent or unencumbered at the end of each of the three fiscal years reviewed, the Department may analyze and audit the Grantee's referral activity, juvenile probation supervision activity, and juvenile probation caseloads to determine the reasonableness of the amount of grant funds received by the Grantee. As a result of this analysis, the Department may reduce the amount of any grant awarded to the Grantee in this grant period or in any subsequent grant periods by an amount determined reasonable by the Department.
2. **Unexpended Balances.** With the exception of funding received under Grants E and P, the Grantee shall refund to the Department, no later than November 1 in the next fiscal year, any unexpended funds from any grant that are allocated and received under the Contract if the funds are unencumbered by August 31 of a given fiscal year and unexpended by November 1 of the next fiscal year.
3. **Overpayments.** Grantee shall refund to the Department all overpayments made by the Department within 30 calendar days after discovery or receipt of written notice from the Department.
4. **Refunds Due.** Grantee shall, within 30 calendar days of confirmation, refund all amounts due to the Department for unallowable expenditures under any grant.

- E. **Timely Expenditure of Grant Funds.** The Grantee shall expend funds in a timely manner, to be determined by the Department. If the Grantee fails to expend the grant funds in a timely manner, the Department may issue a Non-Compliance Citation Report (NCCR) and may reduce or suspend funds.

F. Auditing Requirements.

1. The Grantee shall provide an independent financial compliance audit of funds received from the Department under the Contract, for the following grants: 2014-2015 biennium to include the State Financial Assistance Grant (A) and individual grants B, C, D, E, M, N, P, S, T, and W; 2016-2017 biennium to include the State Aid Grant and Targeted Grants B, D, E, M, P, S, T, and W.
2. The audit shall be prepared in accordance with generally accepted auditing standards, governmental auditing standards, and the Department's audit requirements that will be sent under separate cover by September 30 for each year of the biennium.
3. The Grantee shall submit, in a format prescribed by the department, a given fiscal year's audit to the Department no later than March 1 of the subsequent year.
4. The audit shall include as part of the Report on Compliance and Internal Control, the specific financial assurances contained in Section VIII (G) of the General Grant Requirements and any Targeted Grant requirements. The audit shall include an opinion on whether or not the Grantee complied with the applicable assurances. A summary of all material instances of non-compliance and an identification of the total amount of funds in question for each assurance shall be included in the audit.
5. Audits received after March 1 of the subsequent year are considered delinquent. Grantees with delinquent audits are subject to a Non-Compliance Citation Report (NCCR) and funds may be suspended by the Department.

- G. **Financial Assurances.** The following financial assurances are applicable to all grant funds unless the Targeted Grant requirements specifically state the contrary:

1. Separate accountability for the receipt and expenditure of all grant funds under the Contract is maintained for each grant from which the Grantee receives funds.
2. Expenditures reported to the Department are in agreement with the Grantee's accounting records and audited expenditures in each budget category.

3. Expenditures are made in accordance with the *Expenditure Guidelines* contained in *Appendix I* of this document and are supported by written documentation.
 4. Salary expenditures under each grant are verified and supported by appropriate documentation for hours worked, activities performed, and leave taken. Employees whose salaries are funded 100% out of state funds shall be dedicated to juvenile justice programs and services only.
 5. All travel expenses are supported by daily documentation of the individual traveling. The Grantee shall document date, destination, times, mileage or odometer readings, and related travel activities.
 6. Travel reimbursements paid with the grant funds, including travel allowances paid in lieu of mileage, are paid according to county policy and do not exceed travel reimbursement rates adopted by the county or per diem, lodging, and travel reimbursement rates established by the State of Texas in the General Appropriations Act.
 7. The grant funds used for residential expenditures are paid for placement of a juvenile in a pre-adjudication detention secure facility, a short-term secure detention facility, a post-adjudication secure correctional facility, or a non-secure correctional facility, operated by or under the authority of the Grantee or another governmental entity.
 8. The grant funds used for residential child-care facilities and out-of-state residential placement facilities do not exceed the Health and Human Services Commission's *Levels of Care Rates* [TJJD-IVE-200]. This financial assurance does not apply to facilities that are registered with the Department.
 9. The grant funds used for Department-registered facilities do not exceed the *Tier Level of Care Rates for Registered Facilities* [TJJD-FIS-175].
 10. The grant funds are not expended for the purchase of equipment, renovation, or construction unless explicitly authorized by the Department within any Targeted Grant requirements. An item is equipment if county policy requires it to be capitalized or, if the county has no policy, it has a useful life of more than one year and a cost of more than \$8,000.00.
 11. Authorized capital purchases are capitalized and depreciated within the county accounting system.
 12. Proper cut-off procedures are observed at the end of each fiscal period. Obligations of the fiscal period under review are not paid from funds of a subsequent fiscal period. Obligations of a subsequent fiscal period are not prepaid from funds of a fiscal period under review. A modified accrual basis of accounting is only used in preparing fourth quarter expenditure reports to the Department.
 13. Refunds and reimbursements are properly accounted for as reductions of expenditures rather than as increases in revenues.
 14. Any funds not expended under the terms of each grant were/are returned to the Department according to the Unexpended Balances and Refunds Due provisions contained in Subsections VIII (D) (2) and VIII (D) (4), respectively.
 15. The amount of local or county funds expended, excluding construction and/or renovation for juvenile services, is at least equal to or greater than the amount spent in the 1994 county fiscal year.
 16. All employees with access to monies are covered by surety bonds.
 17. All county and state transactional funds, revenues, and expenses are separated.
 18. Idle funds are invested in an account that provides a reasonable interest rate and provides necessary protection of principal. Interest on grant funds is credited to the account of the juvenile probation department for the provision of juvenile probation services and juvenile justice programs.
- H. **Service Providers.** Contracts with private service providers that are funded in whole or in part with grant funds shall adhere to the requirements set forth in the *Private Service Provider Contract Requirements Summary* [TJJD-FIS-324] and the requirements set forth below.

1. **Selection of Providers.** Selection of service provider contractors shall be fairly and objectively based upon county procurement procedures and guidelines and applicable state and federal laws or regulations related to service procurement. As an integral part of the service provider selection process, the Grantee shall use procedures to assess prospective contractors' strengths, weaknesses, and past performance. The Grantee shall use data relating to the performance of private service providers in prior contracts as a factor in selecting providers to receive contracts.
2. **Required Contract Provisions.** Private service provider contracts paid in whole or part with grant funds shall include the following provisions in the contract between the Grantee and the service provider:
 - a. **Accountability.** Service provider contractors shall be held accountable for delivery of quality services, and all contracts shall include clearly defined goals, outputs, and measurable outcomes that directly relate to program objectives as required by Texas Human Resources Code Section 221.051.
 - b. **Eligibility to Receive State Funds.** Service provider contractors shall be required to provide certification of eligibility to receive state funds if required by Texas Family Code 231.006. The Department has provided form *Child Support Affidavit* [TJJD-FIS-180] that may be used.
 - c. **Legal Compliance.** Service provider contractors shall adhere to all applicable state and federal laws and regulations pertinent to the service provider contractor's provision of services to the Grantee.
 - d. **Accounting.** The Grantee shall notify service provider contractors when state funds are used to pay for services. Service provider contractors paid from state funds shall be required to account separately for the receipt and expenditure of state funds received from the Grantee. The Grantee shall clearly specify accounting, reporting, and auditing requirements applicable to any state funds paid to the service provider contractor by the Grantee under contract.
 - e. **Records Retention.** Service provider contractors receiving whole or partial payment with any state grant funds received from the Department shall retain all applicable records for a minimum of seven (7) years and until any pending audits and all questions arising therefrom have been resolved and shall make all contractual agreements with service provider subcontractors available for Department inspection.
 - f. **Funding Out.** Service provider contracts that are funded in whole or in part with grant funds 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.
3. **Performance Standards, Evaluations and Oversight.** The Grantee shall monitor services provider contractors at least twice during each fiscal year of this grant for programmatic and financial compliance. The Department has provided two monitoring tools that may be used: *Private Service Provider Contractual Monitoring and Evaluation Report - Residential Services* [TJJD-FIS-334] and *Private Service Provider Contractual Monitoring and Evaluation Report - Youth Services* [TJJD-FIS-344]. The purpose of monitoring is to ensure performance of and compliance with contractual provisions between the Grantee and service provider contractor if required by and in accordance with this Contract and the *Private Service Provider Contract Requirements Summary* [TJJD-FIS-324]. The Grantee shall maintain written documentation of all monitoring visits. The Department may conduct one monitoring visit per year if the Grantee achieves and maintains a minimum score of 90 with no formal findings in the area of private service providers on the previous financial audit conducted by the Department.
4. **Sanctions or Penalties.** If the service provider is paid in whole or in part with state funds, the Grantee's contract with the service provider shall impose specific, clearly defined, and appropriate sanctions or penalties for the service provider's non-compliance with the provisions of the contract.
5. **Termination.** In its contracts with service providers, the Grantee shall include provisions allowing termination of the contract if the service provider fails to achieve the goals, outcomes, and deliverables set out in the contract or if the service provider fails to comply with any conditions in the contract.
6. **Evidence of Execution.** The Grantee shall maintain contract documentation that contains the date of execution, the effective term of the service provider agreement, and the signatures of the necessary parties.

IX. FINANCIAL REPORTING.

A. Annual Reports.

1. **Budget Application.** The Grantee shall submit a completed *Annual Budget Application* for the Department's approval concurrent with the submission of the Contract executed by Grantee. An *Annual Budget Application* shall be submitted electronically in the Grant Manager web-based system for each fiscal year of the current grant period.
2. **Certification of Local Expenditures.** The Grantee shall certify the local expenditures entered in the (FPS) report via the Grant Manager web-based system for the previous fiscal year. The Chief Administrative Officer shall sign the certification electronically or in the format specified by the Department no later than March 1 of the current fiscal year. The Grantee shall adhere to all security protocols established by the Department.
3. **Independent Audit.** The Grantee shall submit, in a format specified by the department, the independent financial compliance audit prepared by an independent Certified Public Accountant for the previous fiscal year. The audit shall follow the General Grant Requirements of Sections VIII (F) and (G) and be submitted no later than March 1 of the current fiscal year.

B. Quarterly Reports.

1. The Grantee shall report the expenditure of all funds received through this grant on the *FPS Quarterly Expenditure Report* in the Grant Manager web-based system. Reports shall be submitted to the Department no later than December 31, March 31, June 30, and September 30 of the current fiscal year of the biennium, respectively. Funds may be temporarily suspended if an *FPS Quarterly Expenditure Report* is not received by the due date.
2. The Grantee shall report the expenditure of all State Aid Commitment Diversion funds on the *Program Expenditure Report*. Reports shall be submitted electronically in the TJJJ Grant Manager system no later than January 1, April 1, July 1, and October 1 of the current fiscal year of the grant period. Funds may be temporarily suspended if a *Program Expenditure Report* is not submitted by the due date.

C. **Monthly Reports.** See Targeted Grant Requirements.

D. **Other Periodic Reports.** See Targeted Grant Requirements.

E. **Budget Adjustments.** The Grantee shall submit the *Budget Adjustment Request* [TJJJ-FIS-304] to the Department for any adjustment to the original budget. The Grantee must receive written or electronic approval from the Department prior to expending the funds.

X. FINANCIAL MONITORING.

A. Annual Monitoring.

1. **Budget Review.** The grant funds will not be disbursed until a completed *Annual Budget Application* (located in the Grant Manager web-based system) for all applicable grants funded under the Contract is received and approved by the Department. The Department shall review all budgets for completeness, reasonableness, and accuracy. Incomplete or incorrect budgets may be returned to the Grantee for correction. Projected expenditures will be compared with actual expenditures from prior years and adjustments may be made to current allocations.
2. **Independent Audits.** The Department staff shall review annual independent audits for adherence to generally accepted auditing principles and to the Department's audit instructions. Incomplete or incorrect audits may be returned to the Grantee for correction.

B. Periodic Monitoring.

1. **On-Site Monitoring.** Grantee shall be subject to on-site financial monitoring by the Department at any time.

2. **Desk Audits.** The Department or its designee may monitor compliance of financial records by desk audits. Audits may be supplemented by phone interviews with financial staff in the juvenile probation department, county auditor's office, and county treasurer's office. Findings will result in a performance rating profile report or a Non-Compliance Citation Report (NCCR). Grantee shall ensure its agents comply with all requests for information during the course of the audit.
3. **Quarterly Reports.** The Department shall review all *FPS Quarterly Expenditure Reports* in the Grant Manager web-based system for completeness and reasonableness. The Department may request that the Grantee revise incorrect reports.
4. **Investigations and Special Audits.** The Grantee shall cooperate fully with the Department or its authorized designee in the conduct of an investigation or special audit arising out of any complaint, any financial or programmatic finding, and any abuse, neglect, or exploitation allegation, relating to the provision of juvenile probation services or occurring in a juvenile justice program or facility.

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APPENDIX I
EXPENDITURE GUIDELINES

i. **Allowable and Unallowable Expenditure Guidelines.** This appendix contains general principles for determining allowable costs under all Department grants, except to the extent a requirement in a Targeted Grant conflicts with these Expenditure Guidelines, in which case the Targeted Grant requirement controls.

A. **Purpose and Scope.**

1. **Objectives.** These guidelines establish principles for determining the allowable costs incurred by the Grantee under grants, contracts, and other agreements with the Department utilizing state funding. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of the Department's participation in the financing of a particular program or project.
2. **Policy Guides.** The application of these principles is based on the fundamental premises that:
 - a. the Grantee shall be responsible for the efficient and effective administration of the Contract through the application of sound management practices;
 - b. the Grantee shall assume responsibility for administering the grant funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Contract; and
 - c. each Grantee will have the primary responsibility for employing whatever form of organization and management techniques that may be necessary to assure proper and efficient administration of the Department's grants.

B. **Basic Guidelines.**

1. **Factors Affecting Allowable Costs.** To be allowable under a Department grant, costs shall be:
 - a. adequately documented;
 - b. necessary and reasonable for proper and efficient performance and administration;
 - c. authorized and not prohibited under state or local laws or regulations;
 - d. accorded consistent treatment. A cost may not be assigned to a Department grant as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to other awards as an indirect cost;
 - e. determined in accordance with Generally Accepted Accounting Principles (GAAP), except as otherwise provided for in this guideline; and
 - f. the net of all applicable credits.
2. **Reasonable Costs.** A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration shall be given to:
 - a. whether the cost is of a type generally recognized as ordinary and necessary for the operation of the performance of the grant;
 - b. the restraints or requirements imposed by such factors as: sound business practices; arm's length bargaining; federal, state, tribal, and other laws and regulations; and terms and conditions of the grant award;
 - c. market prices for comparable goods or services; and

- d. whether the Grantee acted with prudence in the circumstances considering the Grantee's responsibilities to the Department and the public at large.
3. **Applicable Credits.** Applicable credits refer to transactions that offset or reduce expense items allocable as direct or indirect costs to the Department's grants. Examples of such transactions include: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the Grantee relate to allowable costs, they shall be credited to the grant either as a cost reduction or cash refund, as appropriate.
 4. **Expenditure Categories.** Unless restricted to certain allowable expenditures by the particular grant program from which funds were received, any funds received pursuant to a grant must be spent in the following categories, as defined in the grant: juvenile probation services, staff services, Youth Services, and Residential Services.
- C. **Direct Costs.**
1. **General.** Direct costs are those that can be identified specifically with a particular final cost objective.
 2. **Application.** Typical direct costs chargeable to the Department's grants are:
 - a. Compensation of employees for the time devoted and identified specifically for the performance of those grants;
 - b. Cost of materials acquired or consumed specifically for the purpose of those grants;
 - c. Equipment and other pre-approved capital expenditures;
 - d. Travel expenses incurred specifically to carry out the grant;
 - e. Youth Services as defined under Article III, Section 3.37 of the Contract; and
 - f. Residential Services as defined under Article III, Section 3.29 of the Contract.
- D. **Guiding Principles for Determining Allowable or Unallowable Costs.** The following sections provide principles to be applied in determining if costs are allowable or unallowable. A particular item's exclusion from these sections shall not be construed as a determination that the excluded item is either allowable or unallowable. The determination of allowance in each case must be based on the treatment or standards provided for similar or related items of cost.
1. **Accounting.** The cost of establishing and maintaining accounting and/or other information systems is allowable.
 2. **Advertising and Public Relations Costs.**
 - a. The term "advertising costs" means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television programs, direct mail, and exhibits.
 - b. The term "public relations" includes community relations and means those activities dedicated to maintaining the Grantee's image, or maintaining or promoting understanding and favorable relations with the community or any segment of the public.
 - c. Advertising costs are allowable only when incurred for the recruitment of juvenile probation department personnel, the procurement of goods and services, the disposal of surplus materials, and any other specific purpose necessary to meet the requirements of the Contract.
 - d. Public relations costs are allowable when:
 - i. incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Department grant; or

- ii. necessary to conduct general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of state contract or grant awards and financial matters.
- e. Unallowable advertising and public relations costs include the following:
 - i. all advertising and public relations costs other than as specified;
 - ii. except as otherwise permitted by these cost principles, costs of conventions, meetings, or other events related to other activities of the Grantee including:
 - (a) costs of displays, demonstrations, and exhibits;
 - (b) costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events;
 - (c) salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings;
 - (d) costs of promotional items and memorabilia, including models, gifts, and souvenirs; and
 - (e) costs of advertising and public relations designed solely to promote Grantee.
- 3. **Advisory Councils and Juvenile Boards.** Costs incurred by advisory councils or committees are unallowable, including:
 - a. meal expenses for juvenile board meetings;
 - b. expenditures of other local departments such as police, sheriff, prosecuting attorneys, and
 - c. in-kind services or payments given to or expenses of juvenile board members.
- 4. **Alcoholic Beverages.** Costs of alcoholic beverages are unallowable.
- 5. **Audit Services.** The costs of audits of grants are allowable provided that the audits are performed in accordance with generally accepted auditing standards, governmental auditing standards, and the Department's current audit requirements.
- 6. **Automatic Electronic Data Processing.** The cost of data processing services is allowable.
- 7. **Bad Debts.** Any losses arising from uncollectible accounts and other claims and related costs are unallowable.
- 8. **Bonding Costs.** Costs of bonding employees and officials, as required by the Contract, General Grant Requirements, or Targeted Grant Requirements, are allowable to the extent that such bonding is in accordance with sound business practice.
- 9. **Budgeting.** Costs incurred for the development, preparation, presentation, and execution of budgets are allowable.
- 10. **Communications.** Costs of telephone, mail, messenger, and similar communication services are allowable.
- 11. **Compensation for Personnel Services.**
 - a. **General.** Compensation for personnel services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant, including, without limitation, wages, salaries, and fringe benefits. The costs of such compensation are allowable to the extent that the total compensation for individual employees:
 - i. is reasonable for the services rendered and conforms to the established policy of the Grantee consistently applied to both Department and non-Department activities;

- ii. follows an appointment made in accordance with local government laws and rules and meets merit system or other requirements required by law, where applicable; and
 - iii. does not involve grant funds paid as wages or salaries to children receiving services from the Grantee.
- b. **Reasonableness.** Compensation for employees engaged in work on the grant will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the Grantee. In cases where the kinds of employees required for the grant are not found in the other activities of the Grantee, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kinds of employees involved.
- c. **Unallowable Costs.** Costs that are unallowable under other sections of these principles shall not be allowable under this section solely on the basis that they constitute personnel compensation.
- d. **Fringe Benefits.**
 - i. Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable to the extent that the benefits are reasonable and are required by law, the Grantee's employee agreement, or an established policy of the Grantee. The cost of fringe benefits in the form of: leave; employer contributions or expenses for social security, employee life, health, unemployment, longevity, and worker's compensation insurance; pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits shall be allocated to the grant and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to the grant and other activities.
 - ii. **Pension Plan Costs.** Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the Grantee.
 - iii. **Post-Retirement Health Benefits.** Post-retirement health benefits (PRHB) refers to costs of health insurance or health services not included in a pension plan for retirees and their spouses, dependents, and survivors. PRHB costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the Grantee.
- e. **Weapons and Firearms.** The purchase of weapons or other firearms proficiency training is allowable only for the benefit of eligible juvenile probation officers who have met the requirements established under the Department's administrative rules and other applicable law. The purchase of a weapon, firearm, ammunition or related supplies is unallowable.
- h. **Support of Salaries and Wages.** These standards regarding time distribution are in addition to the standards for payroll documentation.
 - i. Charges to a grant for salaries and wages will be based on payrolls documented in accordance with generally accepted practice of the Grantee and approved by a responsible official of the Grantee.
 - ii. No further documentation is required for the salaries and wages of employees who work in a single indirect cost activity.
 - iii. Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages will be supported by personnel activity reports or equivalent documentation.
 - iv. Salaries and wages of employees used in meeting cost sharing or matching requirements of the grant must be supported in the same manner as those claimed as allowable costs under the grant.
- i. **Severance Pay.** Severance pay is unallowable.

- j. **Donated Services.**
 - i. Donated or volunteer services may be furnished to the Grantee by professional and technical personnel, consultants, and other skilled and unskilled laborers. The value of these services is not reimbursable either as a direct or indirect cost. However, the value of donated services may be used to meet cost sharing or matching requirements.
 - ii. To the extent feasible, donated services will be supported by the same methods used by the Grantee to support the allocation of regular personnel services.
- 12. **Contingencies.** Contributions to a contingency reserve or any similar provision made for events, the occurrence of which cannot be foretold with certainty as to time or intensity or with an assurance of their happening, are unallowable.
- 13. **Contributions and Donations.** Contributions and donations, including cash, property, and services, by the Grantee to others are unallowable.
- 14. **Defense of Criminal and Civil Proceedings and Claims.** Costs incurred in defense of any civil or criminal fraud proceeding or similar proceeding are unallowable.
- 15. **Depreciation and Use Allowances.** Depreciation and use allowances are unallowable.
- 16. **Disbursing Service.** The cost of disbursing funds by the county auditor, treasurer, or other designated officer is allowable.
- 17. **Employee Morale, Health, and Welfare Costs.** The costs of health or first-aid clinics, infirmaries, recreational facilities, employee counseling services, employee information publications, and related expenses are allowable if incurred in accordance with the Grantee's policy. Income generated from any of these activities shall offset against expenses.
- 18. **Entertainment.** Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with such activities (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.
- 19. **Equipment and Other Capital Expenditures.** Capital expenditures for equipment and other capital assets are unallowable except when specifically provided for within a grant or by Department approval. Items of equipment with an acquisition cost of less than \$8,000.00 are considered to be supplies and are allowable as direct costs of the grant without specific approval. As used in this section, the following terms have the meanings set forth below:
 - a. "**Capital Expenditure**" means the cost of the asset, including the cost to put it in place. Capital expenditure for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges such as taxes, duty, protective in-transit insurance, freight, and installation may be included in, or excluded from, capital expenditure costs in accordance with the Grantee's regular accounting practices.
 - b. "**Equipment**" means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals the lesser of the capitalization level established by the Grantee for financial statement purposes or \$8,000.00.
 - c. "**Other Capital Assets**" means buildings, land, and improvements to buildings or land that materially increase their value or useful life.
- 20. **Fines and Penalties.** Fines, penalties, damages, and other settlements resulting from violations of, alleged violations of, or failure to comply with federal, state, local, or tribal laws and regulations are unallowable.
- 21. **Fund Raising and Investment Management Costs.** Costs of fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions, are unallowable regardless of the purpose for which the funds will be used.

- a. Costs of fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions, are unallowable regardless of the purpose for which the funds will be used.
 - b. Costs of investment counsel and staff and similar expenses incurred to enhance income from investments are unallowable.
22. **General Government Expenses.** The general costs of government are unallowable, including:
- a. salaries and other expenses of local governmental bodies, such as juvenile boards, county commissioners, city councils, and school boards, whether or not incurred for purposes of legislation or executive direction;
 - b. costs of the judiciary branch of a government;
 - c. costs of prosecutorial activities; and
 - d. other general types of government services normally provided to the general public, such as fire and police.
23. **Gifts or Awards for Employees.** Gifts or awards of recognition (i. e., plaques, gift certificates or meals) to employees not to exceed \$50 per employee per fiscal year are allowable.
24. **Gifts or Awards for Juveniles.** Gifts or awards for juveniles are unallowable.
25. **Idle Facilities.** The costs of idle facilities are unallowable.
26. **Insurance and Indemnification.** Costs of insurance in connection with the general conduct of activities are allowable, provided that the extent and cost of coverage are in accordance with the Grantee's policy and sound business practice.
27. **Interest.** Costs incurred for interest on borrowed capital or the use of a Grantee's own funds, however represented, are unallowable.
28. **Investment Counsel and Management Costs.** The costs of an investment counsel, staff, and similar expenses incurred to enhance income from investments are unallowable.
29. **Lobbying.** The cost of lobbying and associated activities is unallowable.
30. **Maintenance, Operations and Repairs.** The costs of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, necessary maintenance, normal repairs, and alterations are allowable.
31. **Materials and Supplies.** The cost of materials and supplies is allowable. Purchases should be charged at their actual prices after deducting all cash discounts, trade discounts, rebates, and allowances received. Withdrawals from general stores or stockrooms should be charged at cost under any recognized method of pricing, consistently applied. Incoming transportation charges are a proper part of materials and supply costs.
32. **Meals and Transportation.** Meals and transportation for a juvenile under supervision are allowable under the Youth Services category.
- a. Meals and transportation for the parents of a juvenile under supervision are unallowable.
 - b. Meals provided for meetings (i.e., juvenile board meetings, trainings or regional meetings) are unallowable.
33. **Memberships, Subscriptions, and Professional Activities.**
- a. Costs of the Grantee's employees' memberships in business, technical, and professional organizations are allowable.
 - b. Costs of the Grantee's subscriptions to business, professional, and technical periodicals are allowable.

- c. Costs of the Grantee's membership in civic, community, and social organizations are unallowable.
 - d. Costs of membership in organizations that compensate for lobbying are unallowable.
34. **Motor Pools.** The costs of a service organization that provides automobiles to local probation departments at a mileage or fixed rate and/or provides vehicle maintenance, inspection, and repair services are allowable.
 35. **Pre-Award Costs.** Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the prior written approval of the Department.
 36. **Prevention and Early Intervention Services.** Prevention and intervention services intended to prevent or intervene in at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system are allowable.
 37. **Professional Service Costs.** Costs of professional and consultant services rendered by persons or organizations that are members of a particular profession or possess a special skill, except employees of the Grantee, are allowable when reasonable in relation to the services rendered.
 38. **Proposal Costs.** Costs of preparing proposals for potential Department grants are allowable.
 39. **Psychological/Psychiatric or Medical Evaluation Costs.** Psychological/psychiatric or medical evaluations for juveniles under the jurisdiction of the juvenile court are allowable under the Youth Services category. Psychological/psychiatric or medical evaluations for the parents of the juvenile under supervision are unallowable.
 40. **Publication and Printing Costs.** Publication costs, including the costs of printing, distributing, mailing, and general handling, are allowable.
 41. **Rearrangements and Alterations.** Costs incurred for ordinary and normal rearrangement and alteration of facilities are allowable.
 42. **Reconversion Costs.** Costs incurred in the restoration or rehabilitation of the Grantee's facilities to approximately the same condition existing immediately prior to commencement of the Department grants, less costs related to normal wear and tear, are unallowable.
 43. **Rental Costs.** Rental costs, including but not limited to vehicles and office space, are allowable to the extent that the rates are reasonable in light of such factors as rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased.
 44. **Residential Placement Costs.** Residential Placement Costs are allowable subject to the following requirements:
 - a. **Pre-Adjudication Secure Detention Facilities.** Grant funds may be used to pay for all or part of the costs of the placement of a juvenile into any public or private pre-adjudication secure detention facility in the state of Texas, provided that the facility has been certified and registered in accordance with Texas Family Code Section 51.12. This includes a short-term secure detention facility (i.e., holdover).
 - b. **Post-Adjudication Secure Correctional Facilities.** Grant funds may be used to pay for all or part of the costs of the placement of a juvenile into any public or private post-adjudication secure correctional facility, provided that the facility has been certified and registered in accordance with Texas Family Code Section 51.125.
 - c. **Non-Secure Correctional Facilities.** Grant funds may be used to pay for all or part of the costs of the placement of a juvenile into any public or private non-secure correctional facility, provided that the facility has been certified and registered in accordance with Texas Family Code Section 51.126.
 - d. **Residential Child-Care Facility.** Grant funds may be used to pay for all or part of the costs of placement of a juvenile into a residential child-care facility in this state that is licensed by the Texas Department of Family and

Protective Services or other regulatory authority if said facility is required to possess such a license. Grant funds may be used to pay for all or part of the costs of a placement of a juvenile into a residential child-care facility if the facility is accredited in accordance with the provisions of Chapter 42, Subchapter E of the Human Resources Code regarding Accreditation of Child-Care Facilities and Child-Placing Agencies.

- e. **Out-of-State Residential Placement Facility.** Grant funds may be used to pay for all or part of the costs of placement of a juvenile into an out-of-state residential placement facility that is licensed, regulated, or certified by a governmental entity in the state where the facility is located.
45. **Services in Foreign Country.** The purchase of services to be provided in a foreign country is unallowable.
 46. **State Aid Commitment Diversion Funds.** The following are unallowable costs:
 - a. Salary increases or any costs associated with staff hired prior to September 1, 2009;
 - b. Costs associated with pre-adjudication detention;
 - c. Cost associated with pre-adjudication supervision or programs;
 - d. Services not associated with a community-based program or post-adjudication placement; and
 - e. Any expenditure which is not reasonable and necessary to implement the Commitment Reduction Program Plan.
 47. **State Aid Mental Health Services Funds.** The following are unallowable costs:
 - a. Equipment and services including payments to intended recipients of health services;
 - b. Cost of placement in pre-adjudication secure detention facilities or short-term secure detention facilities (i.e., holdover);
 - c. Cost of mental health services that do not meet the definition set out in the Contract;
 - d. Services associated with substance abuse treatment where the juvenile treated does not have a dual mental health diagnosis; and
 - e. Administrative costs or overhead not associated with mental health staff.
 48. **Tobacco Products.** Grant funds expended for tobacco products are unallowable.
 49. **Taxes.** Taxes that a Grantee is legally required to pay for allowable expenses under the Contract are allowable.
 50. **Training.** The cost of employment-related training that is provided for employee development is allowable.
 51. **Travel Costs.**
 - a. **General.** Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items (including parking fees) incurred by employees traveling on official business. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and results in charges consistent with those normally allowed in like circumstances in non-Department sponsored activities.
 - b. **Lodging and Subsistence.** Costs incurred by employees and officers for reasonable and necessary travel expenses required to fulfill the requirements of the Contract and the requirements of the grants administered by the Department, including lodging, meals, other subsistence and incidental expenses, and transportation, shall be reimbursed at rates either specified by the State of Texas in the General Appropriations Act or listed specified by the US General Services Administration (GSA) on its website: http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=portal/category/21287&utm_campaign=shortcuts. If reimbursement rates specified in the General Appropriations Act exceed those listed on the GSA website, Grantee may choose which rates to use. Grantee may set its own reimbursement rates, provided those rates do not exceed the rates specified in the General Appropriations Act.
 - c. **Commercial Air Travel.** Airfare costs in excess of the customary standard (i.e., coach or equivalent) airfare are unallowable except when such customary standard accommodations would require circuitous routing, require travel during unreasonable hours, excessively prolong travel, greatly increase the duration of the flight, result in increased cost that would offset transportation savings, or offer accommodations not reasonably adequate for the medical needs of the traveler. However, in order for

airfare costs in excess of the customary standard commercial airfare to be allowable (i.e., use of first-class airfare), the Grantee must justify and document on a case-by-case basis the applicable condition(s) set forth above.

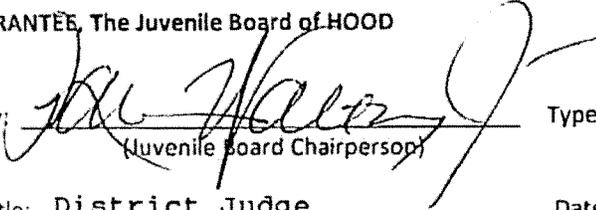
- d. **Out-of-State Travel.** Costs for travel outside Texas or the United States are unallowable unless a *Request to Use TJJD Funds to Attend Out-of-State Training* [TJJD-CER-01-11] has been submitted by the Grantee and prior written approval of the trip and projected costs for such travel has been granted by the Department.
- e. **Lobbying.** Costs of travel for the purpose of lobbying and associated activities are unallowable.

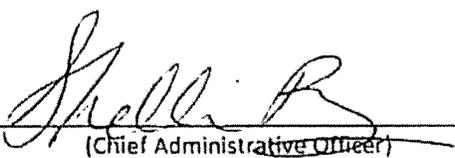
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For the faithful performance of the terms of this Contract, the parties hereto, in their capacities as stated, execute this Contract, affix their signatures, and bind themselves.

THE STATE OF TEXAS, Acting By and Through the Texas Juvenile Justice Department

By:  Typed Name: David Reilly
Title: Executive Director Date: 9/21/15

GRANTEE, The Juvenile Board of HOOD County
By:  Typed Name: Ralph H. Walton, Jr.
(Juvenile Board Chairperson)
Title: District Judge Date: 9-16-15

By:  Typed Name: Shelli Berry
(Chief Administrative Officer)
Title: Chief Probation Officer Date: 9/15/15

By:  Typed Name: Stan McBroom
(Fiscal Officer)
Title: Hood County Auditor Date: _____

EXHIBIT "B"
JUVENILE BOARD RESOLUTION

STATE OF TEXAS

COUNTY OF

On this the 16th day of September, 2015, a duly called and lawfully convened meeting of the Juvenile Board of HOOD County/Judicial District was held in the City of Granbury, pursuant to the Texas Open Meetings Act. A quorum of the Members was present, to wit:

(Insert Names of Juvenile Board Members Present)

Judge Ralph H. Walton, Jr.	
Judge Vincent Messina	
Judge Darrell Cockerham	

where, among other matters, came up for consideration and adoption the following Resolution:

Whereas, the Texas Juvenile Justice Department has made available and offered state financial assistance monies to assist local juvenile boards in the provision of juvenile probation services or the operation of a pre-adjudication secure detention facility, a short-term secure detention facility (i.e., holdover), a post-adjudication secure correctional facility, a non-secure correctional facility; and

Whereas, the Juvenile Board of HOOD County/Judicial District voluntarily wishes to participate in the aforementioned state aid grants and agrees to the binding terms in this Contract and all documents which have been incorporated into this Contract by reference; and

Whereas, the Juvenile Board believes that execution of the State Aid and Targeted Grant Contract for the fiscal 2016-2017 state biennium will further the interests of juvenile justice in this county and are in support of this resolution; and

Whereas, the Texas Juvenile Justice Department has made available and offered state financial aid monies to assist local juvenile boards in the implementation of the Progressive Sanctions Model; and

Whereas, the 84th Texas Legislature has appropriated state financial aid monies for community-based diversionary placements, programs and services for juvenile offenders in order to reduce commitments to the Texas Juvenile Justice Department;

Therefore, Be It Resolved that the Juvenile Board of HOOD County/Judicial District does hereby formally authorize and approve execution of the State Aid and Targeted Grant Contract for the 2016-2017 biennium.

Further Be It Resolved that the current Juvenile Board Chairman, Ralph H. Walton, Jr. and his/her duly-appointed successor are hereby, authorized to sign this Resolution and any amendments pertaining to the State Aid and Targeted Grant Contract that may be subsequently ratified as the act and deed of the Juvenile Board of HOOD County/Judicial District.

The foregoing Resolution was lawfully moved by Judge Messina, duly seconded by Judge Cockerham, and duly adopted by the Juvenile Board on a vote of 3 members for the motion and 0 opposed.

Ralph H. Walton, Jr.
Printed Name of Juvenile Board Chair


Signature of Juvenile Board Chair

9-16-15
Date Signed

2015-2016 JUVENILE BOARD COURT DATE

MONTH	JUVENILE BOARD COURT DATE
OCTOBER	7
	21
NOVEMBER	4
	18
DECEMBER	2
	16
JANUARY	6
	20
FEBRUARY	3
	17
MARCH	2
	16
APRIL	6
	20
MAY	4
	18
JUNE	8
	22
JULY	6
	20
AUGUST	3
	17
SEPTEMBER	7
	21

**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, 2015 to August 31, 2016. 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;
2. The child shall receive life skills training, which may include: MRT®, Fatherhood or anger management five (5) hours per week through departmental staff;
3. The child shall receive weekly substance abuse education, group counseling or social skills training; as determined by a jointly agreed upon case plan;
4. The child shall complete community service restitution projects as assigned;
5. The child shall be involved in physical training activities that are centered around stamina and strength; and,
6. 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.
2. A written Individualized Case Plan shall be developed by the appropriate facility staff in concert with the child, parent and/or court officer.
3. Routine medical and dental services as determined in this written Agreement.
4. Structured and supervised physical training activities.
5. 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.
6. Therapeutic intervention within the milieu designed to improve the child's functioning.
7. Formalized behavior programs and therapeutic interventions implemented by professional and paraprofessional staff under the direct supervision of

professional staff.

8. Conformance to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for the operation of secure post-adjudication facilities.
9. A staff-to-child ratio as governed by TJJD certification standards.
10. Procedures ensuring the child is not released to any person or agency other than «County».

IV. EXAMINATION OF PROGRAM AND RECORDS

The Facility agrees that «County» may examine and evaluate its program of services provided under the terms of this contract and review the Facility records relating to «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 «County» and/or the State of Texas.

The Facility agrees to maintain these Records for seven (7) 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 FY2015 contract rate for all services is as follows:

TYPE OF SERVICE	FY2015 CONTRACT RATE
Standard Residential (Pre-Adjudication & Post) General	\$103.00
Specialized Residential	\$148.00
Psychiatric Medical Review	COST
Psychological Counseling	\$72.00 hr. individual \$28.00 hr. group
Psychological (Full Battery)	\$600.00
LPC Psychological Evaluation	\$275.00
Medical Services	COST
Dental Services	COST

In no event, however, shall the monthly FY 2015 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 2015 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 contract 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.

XVII PRISON RAPE ELIMINATION ACT

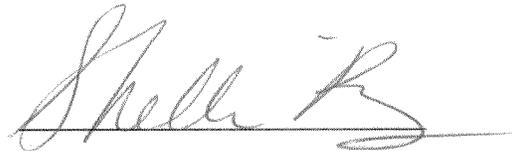
The Facility shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 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.

Executed in duplicate originals this ____ day of _____, 2015.

GRAYSON COUNTY
Department of Juvenile Service

Hood County
Juvenile Probation Department

Bill C. Bristow, LMSW-AP
Director



Date _____

Date 8/12/14

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.

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.

Executed in duplicate originals this ____ day of _____, 2015.

GRAYSON COUNTY
Department of Juvenile Service

Hood County
Juvenile Probation Department



Bill C. Bristow, LMSW-AP
Director



Date 8/21/15

Date 8/12/15

CONTRACT FOR SECURE SHORT-TERM DETENTION SERVICES
RITE OF PASSAGE, INC.

In accordance with provisions of the Governor's Office, Criminal Justice Division and TJJD, Hood County Juvenile Board at the request of and on behalf of the Hood County Juvenile Probation Department (hereinafter called COUNTY), and **Rite of Passage, Inc.** (hereinafter called SERVICE AGENT), by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. CONTRACT PERIOD

The contract period will be effective for a total of 12 months, commencing September 1, 2015 and ending August 31, 2016.

II. PURPOSE

The purpose of this Secure Short-term Detention Services Agreement is to provide COUNTY with Short-term Detention Care for 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 AGENT and the business address of SERVICE AGENT is located at 2560 Business Parkway, Suite A, Minden, NV, 89423.

<u>Contract Facility Name</u>	<u>Address</u>	<u>City / State/ Zip</u>
Lake Granbury Youth Services	1300 Crossland Road	Granbury, TX 76048

III. SERVICES

The SERVICE AGENT is an educational, vocational and athletic program for at-risk youth. The Service Agency agrees to provide the following services, which shall be limited to adjudicated juvenile offenders in licensed child care facilities as follows:

- A. Provide this child with 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 of 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 HOOD County. HOOD County agrees to indemnify and hold harmless Service Agent, 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 officials of Outside Treatment within twenty-four (24) hours of its occurrence.

mile.

- H. 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.
- I. Service Agent shall be in compliance with all Standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.
- J. Service Agent shall provide twenty (24) hour supervision for the client, including awake staff during sleeping hours in a Secure Facility.
- K. 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 County.
- L. 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.
- M. 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 Agent, 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 condition and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

IV. COMPENSATION

- A. For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Agent the sum of **\$90** per day for each child. The daily rate shall be paid to the Service Agent for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility.
- B. Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of **\$295** per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of **\$100** per exam.
- C. Service Agent will submit an invoice for payment of services to the Juvenile Probation

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 cost of mediation services equally.

V. ADDITIONAL TERMS AND AGREEMENTS

- A. 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 officers of Juvenile Probation may be denied if space limitations require as determined by the Facility.
- B. A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order / Authorization for Detention from the Juvenile Court of HOOD County.
- C. 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 Agent shall notify the placing agency of such damages and provide estimates / invoices as soon as they're available. Total cost of damages shall be placed on the normal monthly billing statement, when all cost of Repairs have been received.
- D. Each 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. This contract, terms and agreements are transferable.

VI. EXAMINATION OF PROGRAM RECORDS

- A. Service Agent 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 records 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 Agent and the children when deemed necessary.
- B. Service Agent shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- C. For purpose of evaluation, inspection, auditing or reproduction, Service Agent 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.
- D. Service Agent 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

- B. Any and all litigation filed against the Service Agent, or against its employees, interns, volunteers, subcontractors, agents and / or consultants that have direct conflict with juveniles;
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the Service Agent 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 Agent that has direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of the Service Agent'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 Agent'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.

X. EQUAL OPPORTUNITY

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

- a) Will not discriminate against any child, childcare Agent, 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 Agent 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 Agent, 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.

XI. OFFICIALS NOT TO BENEFIT

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

- 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 the 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.

XIII. TERMINATION

The initial term of this Contract shall be for a period of twenty four 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 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.

XIV. INDEMNIFICATION

It is further agreed that Service Agent 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 Agent, its agents, servants or employees arising from activities under this contract. Service Agent 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.

XV. REPRESENTATIONS & WARRANTIES

Service Agent hereby represents and warrants the following:

- A. That it has all necessary right, title, license and authority to enter into this Agreement;

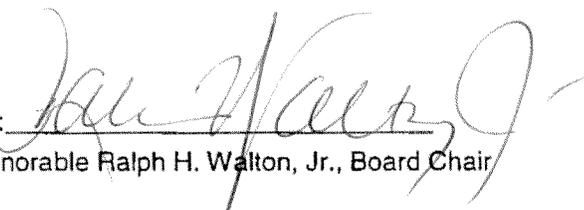
XX. PRISON RAPE ELIMINATION ACT (PREA)

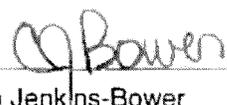
- A. Service Agent shall comply with all federal, state, county and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this contract, including the prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated person, including juveniles and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.
- B. Under PREA, Service Agent 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 form the previous calendar year no later than June 30th [PREA 115.387 (e) and (f)].
- C. All Contracted Counties shall ensure that their Department employees and / or employees of other agencies that Contracted County send to the service Agent's location (facility), have completed PREA training.

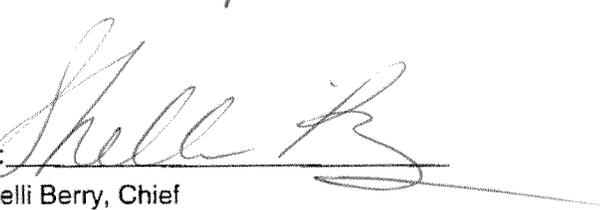
This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by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

HOOD COUNTY JUVENILE BOARD

RITE OF PASSAGE, INC.

By: 
Honorable Ralph H. Walton, Jr., Board Chair

By: 
Carolyn Jenkins-Bower
Chief Financial Officer

By: 
Shelli Berry, Chief

CONTRACT FOR RESIDENTIAL SERVICES
RITE OF PASSAGE, INC.

In accordance with provisions of the Governor's Office, Criminal Justice Division and TJJD, Hood County Juvenile Board at the request of and on behalf of the Hood County Juvenile Probation Department (hereinafter called COUNTY), and Rite of Passage, Inc. (hereinafter called SERVICE AGENT), by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. CONTRACT PERIOD

The contract period will be effective from September 1, 2015 through August 31, 2016. This Contract shall automatically renew and extend for an additional one year period on the first day of September of each succeeding year unless COUNTY gives written notice to SERVICE AGENT 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 Probation Department and/or 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.

II. PURPOSE

The purpose of this Residential Services Agreement is to provide COUNTY with long term residential Care for children adjudicated to have committed delinquent conduct. The placement facility to be utilized is owned and operated by SERVICE AGENT and the business address of SERVICE AGENT is located at 2560 Business Parkway, Suite A, Minden, NV, 89423.

<u>Contract Facility Name</u>	<u>Address</u>	<u>City / State/ Zip</u>
Lake Granbury Youth Services	1300 Crossland Road	Granbury, TX 76048

III. SERVICES

The SERVICE AGENT is an educational, vocational and athletic program for at-risk youth. The Service Agency agrees to provide the following services, which shall be limited to adjudicated juvenile offenders in licensed child care facilities as follows:

- A. Provide this child with the nurture, care, clothing, treatment and training suited to his/her needs.
- B. Room & board, clothing, personal needs, recreation, incidentals, supervision, education, and social services.
- C. Transportation. Transportation includes escorted admission into the program and unescorted exit for students who have graduated/ completed the program. Students who do not complete the program will receive an escorted exit.
- D. It is the responsibility of the placing agency to pay for psychotropic medications that have been prescribed to student prior to or at the time of admission. Rite of Passage will pay for psychotropic medications that have been prescribed by Rite of Passage after placement.

legal guardian(s). In the event of serious illness or accident and for any required follow-up care SERVICE AGENT shall be responsible for having the child transported to the nearest hospital or emergency care facility. If the child returns to the SERVICE AGENT within ten (10) days or prior to the last billing day of the month, whichever shall receive payment for those days the child was absent from the SERVICE AGENT, but not to exceed ten (10) days payment.

- V. Recognizing that a part of a child's rehabilitation program may include time away from the residential setting of the SERVICE AGENT such as weekends, holidays, etc., and that the SERVICE AGENT must retain space for this child until their return, COUNTY will pay the SERVICE AGENT the herein agreed upon amount for such regularly scheduled days away from the SERVICE AGENT of its program providing they do not exceed ten (10) days at any one time.
- W. The SERVICE AGENT is under no obligation to retain space for the child in unauthorized departure situations.
- X. The SERVICE AGENT is under no obligation to accept a child who is deemed inappropriate for placement in the program by the SERVICE AGENT.

The COUNTY Agrees to the following:

- A. Conduct a pre-placement visitation of the Rite of Passage sites. This visitation may be waived.
- B. Acknowledge that Rite of Passage is a behavior modification and treatment program for at-risk youth.
- C. Provide Rite of Passage the necessary background information and needs of the child necessary for effective care. This shall include a social work assessment, medical reports, educational assessment, psychological/psychiatric evaluations, and identification of special needs when necessary. This shall be made available to Rite of Passage within 14 days from date of placement.
- D. Work with Rite of Passage toward development of a treatment plan.
- E. Work toward termination of child's placement with Rite of Passage staff.
- F. Continue paying for this child's care as long as eligible and Rite of Passage maintains child on an active status or until Rite of Passage requests that placement be terminated.
- G. Assist in the maintenance of the child's constructive relationships with parents and other family members.
- H. Contact this child in Rite of Passage at least once a month. If case plan would indicate less frequent contact, Rite of Passage will be informed.
- I. Inform Rite of Passage if child has any tendencies toward dangerous behavior.
- J. Provide proof of medical coverage at the time of placement (If Applicable). If no medical coverage exists, payment is the responsibility of the County.
- K. Provide authorization for medical treatment, signed by parents or legal guardian.
- L. County agrees to pay for treatment for youth placed with the SERVICE AGENT who had a pre-existing medical condition, unless treatment for the pre-existing condition is part of the rehabilitation program of the SERVICE AGENT.
- M. COUNTY agrees to pay all medical and/or dental bills if:

and appropriate county personnel along with a family member within thirty (30) days of placement, identifying which of the nine (9) domains pertain to the child. The Case Plan shall be reviewed every 3 months (90 days) thereafter or more often if necessary, until the child is released from the program.

- B. The ICP shall contain the reasons why the placement will benefit the child and specify behavior goals and objectives as they pertain to the nine (9) domains being sought for each child. Included shall be how the goals and objectives are to be achieved in the SERVICE AGENT placement. The ICP 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 child's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.
- C. Copies of the original ICP and the periodic reviews are to be maintained by the SERVICE AGENT and the COUNTY.
- D. COUNTY reserves the right to terminate the child's placement at the SERVICE AGENT at its discretion. The SERVICE AGENT must not release a child to any person or agency other than the COUNTY without the express consent of the COUNTY.
- E. Unless otherwise stipulated by COUNTY, the child may visit freely with parents and relatives at the home in accordance with established SERVICE AGENT policies.
- F. Suspected or alleged cases of child abuse must be immediately reported to the COUNTY and the Department of Human Services by the SERVICE AGENT.

VI. EXAMINATION OF PROGRAM AND RECORDS

- A. The SERVICE AGENT 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 child records. This examination and evaluation of the program may include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the SERVICE AGENT and the child.
- B. The SERVICE AGENT shall provide to the COUNTY such descriptive information on contracted child as requested on forms provided by the COUNTY.
- C. The SERVICE AGENT agrees to maintain and make available for inspections, audit or reproduction by an authorized representative of COUNTY and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this contract, (hereinafter called the "records").

VIII. DISCLOSURE OF INFORMATION

- A. SERVICE AGENT warrants that, prior to entering this contract, it has verified and disclosed the following information to 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 COUNTY:
- i. Any and all corrective action required by any of SERVICE AGENT's licensing authorities;
 - ii. 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 SERVICE AGENT that has direct contact with juveniles was the alleged or designated perpetrator;
 - iii. The identity of any of SERVICE AGENT'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 and misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten (10) years; or (3) a jail able misdemeanor conviction or deferred adjudication within the past five (5) years.

IX. ASSURANCES

- A. The SERVICE AGENT is accountable for delivery of quality services and shall provide information necessary to enable COUNTY to comply with standards of TJJD and to measure progress toward specified Goals and Outcomes, if applicable.
- B. Under Section 231.006, Family Code, the SERVICE AGENT certifies that the individual or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated, and payment may be withheld if this certificate is inaccurate.
- C. The SERVICE AGENT 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. SERVICE AGENT 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. SERVICE AGENT will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through SERVICE AGENT and the requirement to cooperate is included in any subcontract it awards.
- D. The SERVICE AGENT will pay all taxes, if any, required by law arising by virtue of the services performed hereunder. The COUNTY is qualified for sales tax exemption pursuant to Section 151.309 of the Texas Limited Sales Excise and Use Tax Act.
- E. The SERVICE AGENT currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the SERVICE AGENT's provision of services under

XII. EQUAL OPPORTUNITY

- A. Services shall be provided by the SERVICE AGENT in compliance with the Civil Rights Act of 1964. The SERVICE AGENT will not discriminate against any employee, applicant for employment, or child because of race, religion, sex, national origin, age or handicapped condition.
- B. The SERVICE AGENT will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, sex, national origin, age, or handicapped condition.

XIII. OFFICIALS NOT TO BENEFIT

- A. No officer, member or employee of 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 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 have any personal or pecuniary interest, direct or indirect in this contract or the proceeds thereof.

XIV. TERMINATION

- A. Termination – Without Cause:

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract shall be deemed given when personally delivered or mailed certified or registered United States Mail, postage prepaid, addressed as follows:

Lake Granbury Youth Services
1300 Crossland Road
Granbury, TX 76048

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

- B. Termination – With Cause:

The COUNTY may terminate this contract within thirty (30) days of delivery of written notice for SERVICE AGENT'S failure to achieve the defined goals, outcomes, strategies and outputs as set forth in the provisions and attachments to this contract and/or SERVICE AGENT'S failure to comply with all terms and conditions set forth in this contract. Notice of termination shall be deemed given to SERVICE AGENT when personally delivered or mailed certified or registered United States Mail, postage prepaid at the address listed above in Paragraph A – Termination – Without Cause.

- C. LIQUIDATED DAMAGES

1. In the event that this contract is terminated for cause by COUNTY, SERVICE AGENT agrees to pay COUNTY for any monies paid for services not rendered by SERVICE AGENT prior to the effective date of termination of this contract.

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

STATE OF TEXAS §
COUNTY OF VICTORIA §
§

VICTORIA COUNTY JUVENILE BOARD
VICTORIA COUNTY JUVENILE JUSTICE CENTER
Detention Services
September 1, 2015 - August 31, 2016

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 detention residential 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 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 97 Foster Field Dr, Victoria, Texas 77904.

ARTICLE II
TERM

- 2.01 The term of this Agreement is for 12 months commencing **September 1, 2015 - 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.

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 **Juvenile Probation** and 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 **Juvenile Probation** officials of Outside Treatment with twenty-four (24) hours of its occurrence.
- C. Children from **Juvenile Probation** who are alleged to have engaged in delinquent conduct, or 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 within 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. Acceptance of a child by the Facility will be determined by space availability. Service Provider reserves the right to refuse admission of any child deemed inappropriate. Service Provider has resolved to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore, Service Provider will not accept children whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act or those "juveniles who are charged with or has committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court order, or such non-offenders as dependent or neglected children." Section 223(a) (12) (A), Juvenile Justice Delinquency Prevention Act. No child who is intoxicated or in need of immediate medical attention will be accepted under any circumstances without having been seen, treated and released by a medical professional.

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, unmanageable, unsuitable for the program or combination of such conditions or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify Juvenile Probation of this determination. The child shall immediately be removed from the Facility but in no event no longer than forty eight (48) hours after notification. It will be the responsibility of **Juvenile Probation**, at its expense, 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 **Juvenile Probation**, 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, children may be released to the Probation Officer or other appropriate authority of **Juvenile Probation** pursuant to: (a) paragraph E of this Article, (b) an Order of Release signed by the Judge of the Juvenile Court of the 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 each child, 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 Juvenile Probation of the detaining county.
- 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 Juvenile Probation, its agents, servants, or employees 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 Service Provider the sum of **\$100.00** per day for each child. The daily rate shall be paid to 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 Psychological services will be provided to the child on an as needed basis at the request of the Juvenile Probation Department and shall be paid for by the Department.
- 4.03 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.

- 4.04 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.
- 4.05 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.
- 4.06 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.
- 4.07 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 4.08 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, Juvenile Probation shall call the Facility to ensure that space is available. Placement of children by authorized officers 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.

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 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 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 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 child 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 Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number ~~817-519-3299~~ and Service Provider shall contact Juvenile Probation by telephone at 817-579-3273 within 24 hours.

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 Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number 817-579-3299

8.02 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 juvenile, 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.

8.03 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 or an alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile 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 juvenile 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 juveniles 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 juveniles 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 juveniles 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 IX
CRIMINAL HISTORY SEARCHES

- 9.01 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.
- 9.02 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.
- 9.03 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.
- 9.04 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.
- 9.05 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.
- 9.06 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.
- 9.07 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 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 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 Service Provider that has direct contact with children;
 - 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 children 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 children that are registered sex offenders; and
 - F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children 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.
- 10.02 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 XI
EQUAL OPPORTUNITY

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

ARTICLE XII
ASSIGNMENT & SUBCONTRACT

- 12.01 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 XIII
OFFICIALS NOT TO BENEFIT

- 13.01 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 XIV
DEFAULT

- 14.01 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.

ARTICLE XV
TERMINATION

- 15.01 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.
- 15.02 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 XVI
WAIVER OF SUBROGATION

- 16.01 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 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 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 Probation Commission website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

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, and all obligations of the parties created hereunder are performable in **Victoria County, Texas**.

ARTICLE XIX
VENUE

- 19.01 Exclusive venue for any litigation arising from this Agreement shall be in **Victoria County, 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 Juvenile Probation for the children placed in the Facility by the Judge of Hood County having juvenile jurisdiction

ARTICLE XXII
PRISON RAPE ELIMINATION ACT

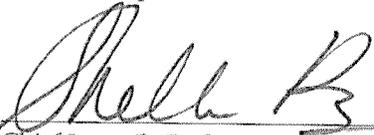
22.01 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination 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. [PREA §115.312(a)]

Under PREA, Service Provider is complying with PREA standards [PREA §115.312(b)] shall make available to the CPO all incident-based aggregated data reports of sexual abuse at its facility or facilities within 24-hours of the allegation., 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 hereunto affix our signature this 31ST day of August, 2015.

Hood County
Probation Department

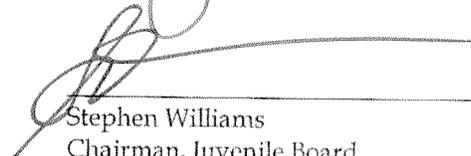

Chief Juvenile Probation Officer

Victoria County Juvenile Justice Center


Ben Zeller, County Judge

Hood County


Authorized Official


Stephen Williams
Chairman, Juvenile Board

**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, 2015 - August 31, 2016

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, 2015 - 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.

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 (TJJJD) and certified by the local juvenile board may qualify for this higher level of funding by submitting an application to TJJJD 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 or 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.

- 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 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 [PREA §115.312(a)].

Under PREA, Service Provider is complying with PREA standards [PREA §115.312(b)] shall make available to the CPO all incident-based aggregated data reports of sexual abuse at its facility or facilities within 24-hours of the allegation., 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.

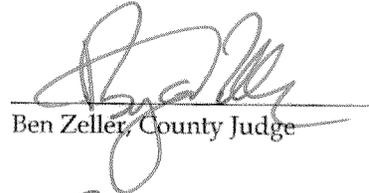
IN WITNESS WHEREOF, we here unto affix our signature this 31ST day of August, 2015.

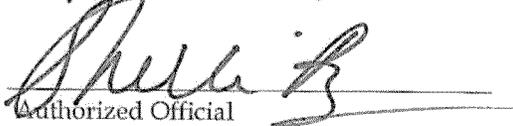
Hood County

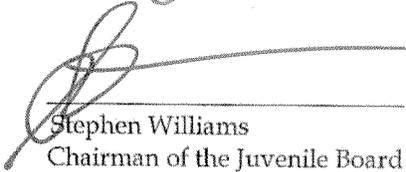
Probation Department


Chief Juvenile Probation Officer

Victoria County Juvenile Justice Center


Ben Zeller, County Judge

Hood County

Authorized Official


Stephen Williams
Chairman of the Juvenile Board

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 **Psychotherapy Services and Yokefellows**, 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 **Sexual Offender Counseling and Psycho-Sexual evaluations** for juveniles; and,

WHEREAS, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing **Sexual Offender Counseling and Psycho-Sexual evaluation** 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 **Sexual Offender Counseling and Psycho-Sexual 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, **Sexual Offender Counseling and Psycho-Sexual 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, 2015** through **August 31, 2016**, 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
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.

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

- 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**

- As compensation for all services provided hereunder for the period **September 1, 2015 through August 31, 2016**. **Board** shall pay **Provider** the sum of \$ 400.00 per report for Psychosexual Evaluations, \$ 75.00 per hour for Individual Sex Offender Counseling, and \$ 40.00 per session for group Sex Offender 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 **Sexual Offender Counseling and Psycho-Sexual 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 **Sexual Offender Counseling and Psycho-Sexual 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

- **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 **Sexual Offender Counseling and Psycho-Sexual 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 there from 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: Shelli Ryz

Date: 9/15/15

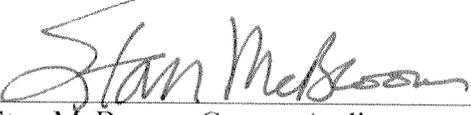
Ezrio Leite, LPC, LSOTP & Laurin Dean, LPC, LSOTP
Provider

By: Ezrio Leite & Laurin Dean
Signature

Date: _____

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 **Rita Benson**, 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, Family Counseling and Group Counseling** for juveniles; and,

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

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, 2015** through **August 31, 2016**, 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
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

Board shall compensate **Provider** for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time **Individual Counseling, Family Counseling and Group 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 Counseling, Family Counseling and Group 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 Counseling, Family Counseling and Group 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

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**.

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 there from 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: Shelli B.

Date: 8/24/15

Rita Benson
Provider

By: Gud...
Signature

Date: 8/20/2015

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
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 **Individual, Family Counseling and Group 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 **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

SECTION II
TERM

2.01 Term of this agreement is from **September 1, 2015** through **August 31, 2016**, 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
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,

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.

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,

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: Shelli B

Date: 8/24/15

Richard H. Ward and Assoc
Provider

By: Richard H. Ward
Signature

Date: 8/21/2015

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
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 **Individual, Family Counseling and Group 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 **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

SECTION II
TERM

2.01 Term of this agreement is from **September 1, 2015** through **August 31, 2016**, 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
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,

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.

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,

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: Shelli B

Date: 8/24/15

Richard A. Ward and Assoc
Provider

By: Richard A. Ward
Signature

Date: 8/21/2015

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
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 **Linda Baley, LPC, LSOTP**, 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, Family Counseling, Group Sex Offender Counseling and Psycho-Sexual evaluations** for juveniles; and,

WHEREAS, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing **Individual Counseling, Family Counseling, Group Sex Offender Counseling and Psycho-Sexual 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 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

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, 2015** through **August 31, 2016**, 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
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).

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, Family Counseling, Group Sex Offender Counseling and Psycho-Sexual 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 Counseling, Family Counseling, Group Sex Offender Counseling and Psycho-Sexual 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 Counseling, Family Counseling, Group Sex Offender Counseling and Psycho-Sexual 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

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

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 there from 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: LINDA BAILEY, LPC, LSOTP

Date: 8-22-15

Linda Bailey, LPC, LSOTP
Provider

By: [Signature]
Signature

Date: 8/26/15

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 **and, R.M. Aguirre, Psy. 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 **Psychological Evaluations** for juveniles; and,

WHEREAS, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing **Psychological Evaluation** 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**. 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

SECTION II
TERM

2.01 Term of this agreement is from **September 1, 2015** through **August 31, 2016**, 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
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,

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 the **Psychological 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 **Psychological 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.

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**.

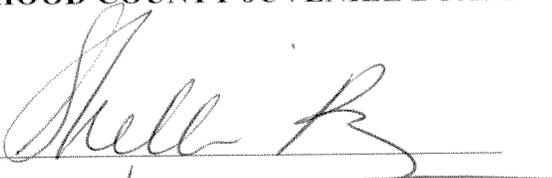
SECTION XVI
COMPLIANCE WITH LAWS AND REGULATIONS

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,

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: 8/26/15

Ruben M. Aguirre
dba Psych Svcs of Northern Texas
Provider

By: 
Signature

Date: 8.24.2015

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 **Psychological Evaluations and Psycho-Sexual Evaluations** for juveniles; and,

WHEREAS, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing **Psychological Evaluations and Psycho-Sexual 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 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

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, 2015** through **August 31, 2016**, 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
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

according to the actual **Psychological Evaluation and Psycho-Sexual Evaluation** that 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 the **Psychological Evaluations and Psycho-Sexual 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 **Psychological Evaluations and Psycho-Sexual 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

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

any pending audits and all questions arising there from 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: Shelli Bz

Date: 8/27/15

PARNELL E. RYAN PHD
Provider

By: Parnell Ryan
Signature

Date: 08/21/2015

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
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 **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 and Family Counseling** for juveniles; and,

WHEREAS, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing **Individual and 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 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

SECTION II
TERM

2.01 Term of this agreement is from **September 1, 2015** through **August 31, 2016**, 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
Juvenile Board Chairman
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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,

Board shall compensate **Provider** for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time **Individual and 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 and Family Counselings** 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 and 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
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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

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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: 9/2/15

GARY HIGLEY
Provider

By: 
Signature

Date: 8-28-15

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