

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 ext. 5428

HOOD COUNTY YOUTH SERVICES 355TH JUDICIAL DISTRICT

Notice of the regular meeting of the Hood County Juvenile Board on Monday, October 5, 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. Ratify the contract for Residential Services with Denton County Juvenile Probation - Detention and Long Term Secure Placement & take appropriate action.
- VIII. Ratify the contract for Non-Residential Services with Lena Pope Home & take appropriate action.
- IX. Ratify the contract for Non-Residential Services with Daniel Altman, Ph.D. & take appropriate action.
- X. Ratify the contract for Non-Residential Services with Terry McCarty & take appropriate action.
- XI. Ratify the contract for Non-Residential Services with Belinda Tuck, LPC, & take appropriate action.

ADJOURN

A handwritten signature in cursive script, reading "Darrell Cockerham".

DARRELL COCKERHAM, COUNTY JUDGE

Notice of meeting/agenda posted at Hood County Courthouse, 100 E. Pearl St., Granbury, Texas on October 1, 2015 by M. Sutton.

Notice

Policy of Non-Discrimination on the Basis of Disability

County of Hood does not discriminate on the basis of disability in the admission of access to, or treatment or employment in, its programs or activities. Personnel Director, Personnel 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:
VINCENT MESSINA, COUNTY COURT @ LAW JUDGE
DARRELL COCKERHAM, COUNTY JUDGE

REGARDING ITEM 1: JUDGE MESSINA CALLED THE MEETING TO ORDER AT 8:00 A.M. ON THE AFORSAID DATE OF OCTOBER 5, 2015.

REGARDING ITEM 2: MOTION MADE BY JUDGE COCKERHAM TO APPROVE THE MINUTES OF THE SEPTEMBER 16, 2015 MEETING. SECONDED BY JUDGE MESSINA. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 3: NO ACTION REQUIRED.

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

REGARDING ITEM 5: MOTION MADE BY JUDGE COCKERHAM TO RATIFY PAYROLL FROM SEPTEMBER 7, 2015 - SEPTEMBER 20, 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 COCKERHAM TO RATIFY THE CONTRACT FOR RESIDENTIAL SERVICES WITH DENTON COUNTY JUVENILE PROBATION. SECONDED BY JUDGE MESSINA. MOTION CARRIED. SEE ATTACHED.

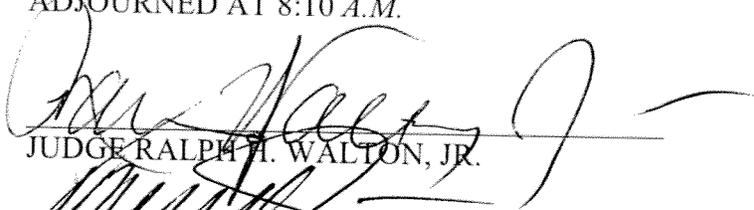
REGARDING ITEM 8: MOTION MADE BY JUDGE MESSINA TO RATIFY THE CONTRACT FOR NON-RESIDENTIAL SERVICES WITH LENA POPE HOME. SECONDED BY JUDGE COCKERHAM. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 9: MOTION MADE BY JUDGE MESSINA TO RATIFY THE CONTRACT FOR NON-RESIDENTIAL SERVICES WITH DANIEL ALTMAN, PH.D.. SECONDED BY JUDGE COCKERHAM. MOTION CARRIED. SEE ATTACHED.

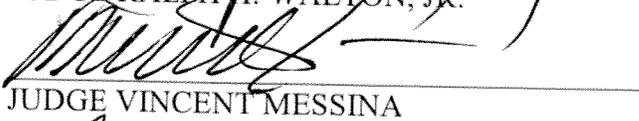
REGARDING ITEM 10: MOTION MADE BY JUDGE COCKERHAM TO RATIFY THE CONTRACT FOR NON-RESIDENTIAL SERVICES WITH TERRY MCCARTY. SECONDED BY JUDGE MESSINA. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 11: MOTION MADE BY JUDGE_MESSINA_ TO RATIFY THE CONTRACT FOR NON-RESIDENTIAL SERVICES WITH BELINDA TUCK, LPC. SECONDED BY JUDGE_COCKERHAM_. MOTION CARRIED. SEE ATTACHED.

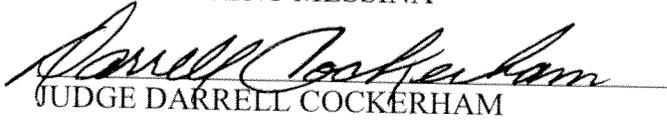
ADJOURNED AT 8:10 A.M.



JUDGE RALPH H. WALTON, JR.



JUDGE VINCENT MESSINA



JUDGE DARRELL COCKERHAM

CERTIFICATION FOR THE PAYMENT OF BILLS

THE STATE OF TEXAS

COUNTY OF HOOD

To certify the authorization for payment of bills as presented and made a part of the minutes of Hood County Juvenile Board on this 5th day of October,

2015 with the following exceptions: None.

(list, if any)

CERTIFIED BY CHIEF ADMINISTRATIVE OFFICER


Shelli Berry



Hood County, TX

Check Register

Packet: APPKT00902 - 10/5/15 JUVENILE PROBATION - OLD BUDGET

By Vendor Name

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GEN DISB-GENERAL DISBURSEMENT						
009866	G4S YOUTH SERVICES, LLC	10/01/2015	Regular	0.00	109.51	
007595	JP MORGAN CHASE BANK, NA	10/01/2015	Regular	0.00	23.57	
009726	LUKAS A. LAWRENCE	10/01/2015	Regular	0.00	350.00	
000018	MARK B DEWITT	10/01/2015	Regular	0.00	425.00	
009876	NESTLE WATERS NORTH AMERICA	10/01/2015	Regular	0.00	15.15	
005838	REDWOOD TOXICOLOGY LABORATC	10/01/2015	Regular	0.00	198.00	
008474	RITA BENSON, MS, LPC	10/01/2015	Regular	0.00	180.00	
006591	SENTINEL OFFENDER SERVICES, LLC	10/01/2015	Regular	0.00	72.00	
007321	TEXAS JUVENILE JUSTICE DEPARTMI	10/01/2015	Regular	0.00	87,868.96	
013341	TEXAS PROBATION TRAINING ACAD	10/01/2015	Regular	0.00	150.00	
009639	U.S. BANK NATIONAL ASSOCIATION	10/01/2015	Regular	0.00	81.78	

Bank Code GEN DISB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	15	11	0.00	89,473.97
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
	15	11	0.00	89,473.97



Hood County, TX

Check Register

Packet: APPKT00901 - 10/05/15 JUVENILE PROBATION - NEW
BUDGET FUND 10

By Vendor Name

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
003001	TEXAS ASSOCIATION OF COUNTIES	10/01/2015	Regular	0.00	244.48	

Bank Code GEN DISB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	244.48
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
	1	1	0.00	244.48

**HOOD COUNTY JUVENILE BOARD
JUVENILE PROBATION PAYROLL**

Payroll from September 7 through September 20, 2015

Paid on September 25, 2015

Total Payroll - Fund 56	\$	<u>8,291.40</u>
Total Employees Paid		5

Motion Made by Board Member

Donell Rockerham

To ratify Payroll as presented.

Seconded by Board Member

[Signature]

All voted AYE, motion carried.

Approved this 5th day of October, 2015

Juvenile Probation Director

[Signature]

Treasurer

Kathy Davis

Auditor

Stan McBrown



HOOD COUNTY PERSONNEL AND RISK MANAGEMENT

THE ATTACHED PERSONNEL CHANGES HAVE BEEN APPROVED BY THE JUVENILE BOARD ON
October 5, 2015

Richard Arguine
PERSONNEL DIRECTOR

Stan McBean
AUDITOR

David C. Cochran
COUNTY JUDGE

DISTRICT JUDGE

Shelia S.
JUVENILE PROBATION DIRECTOR

[Signature]
COUNTY COURT AT LAW JUDGE

THE STATE OF TEXAS

§
§
§

HOOD COUNTY

COUNTY OF DENTON

INTERLOCAL COOPERATION AGREEMENT
JUVENILE PRE-ADJUDICATION FACILITY

This Agreement is made by and entered into between the Denton County Juvenile Probation Department; Denton County, Texas; the *HOOD COUNTY* Juvenile Probation Department; and *HOOD COUNTY*, Texas.

WITNESSETH

WHEREAS, the Denton County Juvenile Board has certified as suitable a Juvenile Pre-Adjudication Center (herein referred to as “the Facility”) in Denton County, Texas; and

WHEREAS, in order to carry out and conduct its juvenile program in accordance with Title 3 of the Texas Family Code, Juvenile Justice Code, the *HOOD COUNTY* Juvenile Probation Department has need of the use of the Facility to house and maintain children (hereinafter referred to as “child”, “children” or “client”) of juvenile age, for pre-adjudication detention or, if adjudicated, for temporary detention pending final placement; and,

WHEREAS, the Denton County Juvenile Probation Department desires to make the Facility available to the *HOOD COUNTY* Juvenile Probation Department for such use and purpose, and the *HOOD COUNTY* Juvenile Probation Department and *HOOD COUNTY*, Texas, desire 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 detention services pursuant to Chapter 791 of the Texas Government Code.

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 October 1, 2015 through September 30, 2016.

II. SERVICES PROVIDED BY THE FACILITY

The Facility will provide room and board for twenty-four (24) hours per day and seven days a week, supervision, an educational program, recreational facilities and counseling for each child placed with the Facility.

PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities), Denton County Juvenile Probation shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act.

III. COMPENSATION

The **HOOD COUNTY** Juvenile Probation Department and **HOOD COUNTY**, Texas, agree to pay Denton County through the Denton County Juvenile Probation Department, the sum of ONE HUNDRED FIFTEEN AND NO/100 DOLLARS (\$115.00) per day for each child placed at the Facility pursuant to this Agreement. The Facility shall submit an invoice to **HOOD COUNTY**, Texas, within fifteen (15) days after each billing period. **HOOD COUNTY**, Texas, agrees to submit payment to the Denton County Treasurer, 401 W. Hickory Street, Suite 309, Denton, Texas 76201-9026, within thirty (30) days after receipt of invoice. All sums so paid shall be deposited to the fund or funds from which the operational expenses of the Facility are paid.

IV. EXAMINATION OF PROGRAM AND RECORDS

The Denton County Juvenile Probation Department and the Facility agree that the **HOOD COUNTY** Juvenile Probation Department and **HOOD COUNTY**, Texas, may examine and evaluate its program of services provided under the terms of this Agreement and review the Facility records relating to **HOOD COUNTY** clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Facility and the child.

The Denton County Juvenile Probation Department and the Facility shall provide such descriptive information on **HOOD COUNTY** child in the Facility as requested on forms provided by the **HOOD COUNTY** Juvenile Probation Department and **HOOD COUNTY**, Texas.

The Facility agrees to maintain and make the following available for inspection, audit or reproduction: books, documents and other evidence pertaining to the cost and expenses of this Agreement (herein referred to as "the Records"), by an authorized representative of the **HOOD COUNTY** Juvenile Probation Department; **HOOD COUNTY**, Texas; and/or the State of Texas.

PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.401-405 (Standards for Juvenile Facilities), during the three-year period beginning on August 20, 2013 and at least once during each three-year period thereafter, Denton County Juvenile Probation shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to **HOOD COUNTY** Juvenile Probation upon request.

Denton County, Texas, and the Facility agree to maintain Records related to the services provided under this Agreement for three (3) years after final payment, or until the State approved audit has been made and all questions arising from the audit are resolved.

V. CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS

Under Section 231.006 of the Texas Family Code, Denton County, Texas, certifies that it is not ineligible to receive State grants or loans and acknowledges that this Agreement 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 Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

VI. EMERGENCY TREATMENT OF CHILD

The **HOOD COUNTY** Juvenile Probation Department and **HOOD COUNTY**, Texas, agree with the Denton County Juvenile Probation Department and Denton County, Texas, that if emergency examination, hospitalization and/or treatment outside the Facility is required for children placed in the facility by **HOOD COUNTY**, Texas, the administrator of the facility is authorized to secure such emergency examination, hospitalization and/or treatment for the children. The cost of the emergency examination, hospitalization, and/or treatment of such children is to be borne by **HOOD COUNTY**, Texas, unless the cause necessitating the examination, hospitalization, or treatment directly arises from a negligent or intentional act of a Denton County agent or employee, in which case the cost is to be borne by the Denton County Juvenile Probation Department or Denton County, Texas. When it is responsible under this paragraph to do so, **HOOD COUNTY**, Texas, agrees to promptly pay for any and all medical care and associated costs directly to the provider of such care.

The Facility administrator shall notify the **HOOD COUNTY** Juvenile Probation Department 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.

VII. PLACEMENT OF CHILDREN

Prior to transporting a child to the Facility, the **HOOD COUNTY** Juvenile Probation Department and/or **HOOD COUNTY**, Texas, officials requiring and authorizing placement of the child shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from **HOOD COUNTY** may be denied if the following occur: (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 Denton County Facility Administrator.

Children from **HOOD COUNTY**, Texas, who are adjudicated in accordance with the provisions of Title 3 of the Texas Family Code, 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 shall be admitted to or detained in the Facility under this agreement in violation of any state or federal law, including but not limited to, the provisions of Family Code § 54.011 regarding the detention of status offenders.

The Denton County Juvenile Probation Department 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**, Texas, and such child(ren) thereafter is found to be, in the sole judgment of the Denton 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 or detention officer of **HOOD COUNTY**, Texas. If **HOOD COUNTY**, Texas, fails to remove such child within 24 hours of said notification, Denton County, Texas, shall transport said child to the **HOOD COUNTY** juvenile probation official and the **HOOD COUNTY** Juvenile Probation Department and **HOOD COUNTY**, Texas, shall reimburse Denton 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**, Texas, 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**, Texas, shall remain detained therein except that the staff of either the Facility or the **HOOD COUNTY** Juvenile Probation Department may have the child participate in community activities.

It is expressly understood and agreed by the parties that the Juvenile Court of Denton 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 Agreement shall be construed to permit the **HOOD COUNTY** Juvenile Probation Department; **HOOD COUNTY**, Texas; and its agents, officials or employees in any way to manage, control, direct or instruct the Denton County Juvenile Detention Center, 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.

The **HOOD COUNTY** Juvenile Probation Department and **HOOD COUNTY**, Texas, warrant that all children placed in the Facility have been legally detained under state and/or federal law.

VIII. DUTY TO REPORT

As required by §261.101 and §261.405 of the Texas Family Code and §358.420 of the Texas Administrative Code, the Facility shall report any allegation or incident of abuse, exploitation or neglect of any child alleged to have occurred outside of the juvenile justice system within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. The Texas Department of Family and Protective Services (DFPS), Texas Commission on Alcohol and Drug Abuse, or the Texas Department of State Health Services;
2. Local law enforcement agency (such as the County Sheriff's Office); and
3. The **HOOD COUNTY** Juvenile Probation Department at its facsimile number (817-579-3299).

As required by §358.400(c) of the Texas Administrative Code, the Facility shall report any allegation or incident of abuse, exploitation, or neglect of a juvenile, alleged to have occurred while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program within twenty-four (24) hours from the time the allegation is made, to all of the following:

1. The Texas Juvenile Justice Department;
2. Local law enforcement (such as the County Sheriff's Office) ; and
3. The **HOOD COUNTY** Juvenile Probation Department at its facsimile number (817-579-3299).

As required by §358.500(b) and (c) of the Texas Administrative Code, the Facility shall report any allegation or incident of serious physical abuse or sexual abuse of a juvenile alleged to have occurred while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program to all of the following in the time frames prescribed:

1. Local law enforcement (such as the County Sheriff's Office) by phone within one hour from the time the allegation is made;
2. The **HOOD COUNTY** Juvenile Probation Department by phone at (817-579-3273) within one hour from the time the allegation is made; and
3. The Texas Juvenile Justice Department by phone (877-786-7263) within four hours from the time the allegation is made. Within 24 hours from the report by phone, the Facility shall submit a completed Incident Report Form to the Commission at its facsimile number (512-424-6716) and to the **HOOD COUNTY** Juvenile Probation Department at its facsimile number (817-579-3299).

As required by §358.600(b) and (c) of the Texas Administrative Code, the Facility shall report the death of a juvenile that occurs while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program; or emanates from an illness, incident or injury that occurred or was discovered or reported on the premises of a juvenile probation department, facility, or program; or occurs while in the presence of an employee, intern, volunteer, contractor, or service provider regardless of location, to all of the following in the time frames prescribed:

1. Local law enforcement (such as the County Sheriff's Office) by phone within one hour from the time the allegation is made;
2. The **HOOD COUNTY** Juvenile Probation Department by phone at (817-579-3273) within one (1) hour from the time the allegation is made; and
3. The Texas Juvenile Justice Department by phone (877-786-7263) within four hours from the time the allegation is made. Within 24 hours from the report by phone, the Facility shall submit a completed Incident Report Form to the Commission at its facsimile number (512-424-6716) and to the **HOOD COUNTY** Juvenile Probation Department at its facsimile number (817-579-3299).

As required by §358.300 of the Texas Administrative Code, the Facility shall report any allegation or occurrence of a serious incident, as defined in §358.100(21) and further defined in §358.100(4), (7), (20), (29), and (30), while the child is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice

program, within 24 hours from the time the allegation is made or occurrence is known, to all of the following:

1. The Texas Juvenile Justice Department;
2. Local law enforcement (such as the County Sheriff's Office) ; and
3. The **HOOD COUNTY** Juvenile Probation Department at its facsimile number (817-579-3299).

As required by §358.440 of the Texas Administrative Code, the Facility shall ensure the right of juveniles in the Facility to report allegations of abuse, neglect, exploitation and death, directly to the Texas Juvenile Justice Department, by way of the following provisions:

1. Juveniles shall be advised in writing during orientation to the Facility of the right to report allegations of abuse, neglect, exploitation, or death directly to the Texas Juvenile Justice Department;
2. Juveniles shall be advised in writing, during orientation to the Facility, of the Texas Juvenile Justice Department's toll-free number (877-786-7263) available for reporting allegations of abuse, neglect, exploitation or death;
3. The Facility shall have written policies and procedures that provide for a juvenile's reasonable, free and confidential access to the Texas Juvenile Justice Department for reporting allegations of abuse, neglect, exploitation or death; and
4. Upon request of a juvenile, the Facility shall facilitate the juvenile's unimpeded access to the Texas Juvenile Justice Department to report allegations of abuse, neglect, exploitation or death.

IX. INDEMNIFICATION

Denton and HOOD COUNTY Counties agree and acknowledge that each entity is not an agent of the other entity and that each entity shall be responsible for its own acts or omissions or other tortuous conduct and of those of its agents or employees in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County under Texas law and without waiving any available defenses under Texas law. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. Nothing in this Agreement shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

X. DEFAULT

Either party to this Agreement may, by written notice of default to the defaulting party's Juvenile Chief, through certified mail return receipt requested and submitted to the applicable address in Article XV of this Agreement, 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 party 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.

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 Agreement, or any benefit that may arise therefrom.

The Denton County Juvenile Probation Department agrees to insert this clause "**XIII. OFFICIALS NOT TO BENEFIT**" into all subcontracts entered into in the performance of the work assigned by this agreement.

XIV. VENUE

The law of the State of Texas shall govern this Agreement. Venue of any dispute or matter arising under this Agreement in which **HOOD COUNTY**, Texas is named as a Defendant or Respondent shall lie in **HOOD COUNTY**, Texas. Venue of any dispute or matter arising under this Agreement in which Denton County, Texas or any employee of Denton County, Texas is named as a defendant or respondent shall lie in Denton County, Texas.

XV. INTERPRETATION OF CONTRACT; MISCELLANEOUS PROVISIONS

This Agreement supersedes all previous Agreements between the parties for these purposes. Said previous Agreements shall terminate, become null and void, and be of no further force or effect on the effective date of this Agreement.

In the event that any provision of this Agreement 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 Agreement is a contract providing for the care of juveniles who have allegedly committed an act of delinquent conduct or an act indicating a need for supervision and payment for such care by **HOOD COUNTY** and the **HOOD COUNTY** Juvenile Probation Department for such juveniles placed in the Facility by the Judge of **HOOD COUNTY** and the **HOOD COUNTY** Juvenile Probation Department exercising juvenile jurisdiction.

A waiver by either party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure. In order to be effective, any waiver must be in writing and signed by a representative of the party waiving any right or requirement.

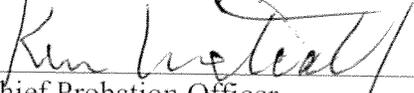
The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of the Agreement.

Notwithstanding any other provision to the contrary, this Agreement may be terminated at any time without any penalty to **HOOD COUNTY** if funds related to **HOOD COUNTY**'s payment of this Agreement are not available or are not appropriated by **HOOD COUNTY**, Texas and/or the State of Texas.

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

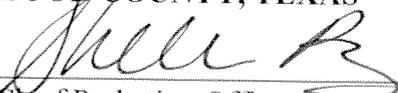
EXECUTED, in duplicate originals, this _____ day of _____, 2015.

DENTON COUNTY, TEXAS



Chief Probation Officer

HOOD COUNTY, TEXAS



Chief Probation Officer

SERVICE **DENTON COUNTY JUVENILE PROBATION** CONTRACT
FOR POST ADJUDICATION RESIDENTIAL SERVICES

This agreement is made on this October 1, 2015 by and between **Denton County Juvenile Probation**, herein referred to as "PROVIDER", and the **Hood County Juvenile Probation** a political subdivision of the State of Texas, herein referred to as "CONTRACTOR".

WHEREAS, **DENTON COUNTY JUVENILE PROBATION** operates and manages a Residential Placement Center in Texas and has contracted with various other probation departments for the housing of juveniles; and

WHEREAS, the Residential Placement Center operated by **DENTON COUNTY JUVENILE PROBATION** has been duly inspected and certified as being suitable for the placement of juveniles by the Texas Juvenile Justice Department (TJJD);

WHEREAS, the Texas Juvenile Justice Department has approved the programs, policies and procedures under which **DENTON COUNTY JUVENILE PROBATION** manages the facilities;

NOW, THEREFORE, the **DENTON COUNTY JUVENILE PROBATION** and **HOOD COUNTY JUVENILE PROBATION** agree as follows:

ARTICLE I

1.01 PURPOSE: The purpose of the Contract is to provide housing in any Residential Placement Center operated by **Denton County Juvenile Probation** in the State of Texas for juveniles that have been adjudicated delinquent and placed on probation, and are court ordered as a condition of probation to be placed in a Post-Adjudication Placement, or Residential Treatment Center. **Denton County Juvenile Probation** will provide quality services including clearly defined goals, outputs, and measurable outcomes as shown on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

ARTICLE II

2.01 TERM: The term of this Contract is for a period commencing on the **October 1, 2015** and ending **September 30, 2016**. Unless services are continued by a subsequent Contract, **Hood County Juvenile Probation** shall remove, on or before termination date of this Contract, or upon notice of successful completion of the Center's applicable program services, all juveniles placed by **Hood County Juvenile Probation** in the Residential Placement Center.

ARTICLE III

3.01 FACILITIES: **Denton County Juvenile Probation** agrees to provide room, board, 24-hour daily supervision and approved educational program, recreational facilities, and counseling to those juveniles housed in a Residential Placement Center operated by **Denton County Juvenile Probation**. Such space and service shall be provided by **Denton County Juvenile Probation** at the request of **Hood County Juvenile Probation**. Such space, however, will be provided by **Denton County Juvenile Probation** to **Hood County Juvenile Probation** on a space available basis. **Hood County Juvenile Probation** specifically agrees that any juvenile placed with **Denton County Juvenile Probation** may only be housed at a Residential Placement Center operated by **Denton County Juvenile Probation** that has been certified by the Denton

County Juvenile Board. **Denton County Juvenile Probation** agrees to adhere to all applicable state and federal laws and regulations in providing the above described services.

3.02 PRISON RAPE ELIMINATION ACT (PREA): Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities), **Denton County Juvenile Probation** shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act. At least once during the three-year period beginning on August 20, 2013 and at least once during each three-year period thereafter, **Denton County Juvenile Probation** shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to **Hood County Juvenile Probation** upon request.

3.03 MEDICAL: **Denton County Juvenile Probation** shall notify **Hood County Juvenile Probation** of any medical emergency or condition requiring medical care within one (1) regular working day of its occurrence. **Hood County Juvenile Probation** agrees to be responsible for payment for medical care rendered to Hood County juveniles and to pay for emergency examinations, treatments, and hospitalization in the event the parent of the child and/or the child's medical insurance does not cover the cost.

ARTICLE IV

4.01 SERVICES AND FEES: In addition to the general services provided under this Agreement, specific services to be rendered to an individual Hood County juvenile are specified in Exhibit B which is attached hereto and made a part hereof for all purposes. For services rendered under this Agreement, **Hood County Juvenile Probation** shall pay the agreed Level of Care Rate specified in Exhibit B for each day **Hood County Juvenile Probation** has the juvenile in any facility operated by **Denton County Juvenile Probation**. Charges will include the day of admittance, regardless of the hour of admittance; plus the number of days until released, including the day of release, regardless of hour of release. Level of Care (LOC) Rates often change yearly according to the Texas Department of Family and Protective Services (TDFPS); **Hood County Juvenile Probation** will adopt the new LOC rates as directed by TDFPS for each contracted juvenile in residential placement. The LOC rate change will be indicated on the first monthly invoice following the direction of TDFPS.

4.02 BILLING: **Denton County Juvenile Probation** agrees to furnish **Hood County Juvenile Probation** an itemized billing statement, which shall include the daily charges specified above and all reimbursable expenses incurred by **Denton County Juvenile Probation** for Hood County juveniles through the date of the bill.

Billing documents shall be forwarded to:

Hood County Juvenile Probation
Attention: Shelli Berry
PO Box 2081
Granbury, TX 76048

4.03 PAYMENT: Payment shall be made monthly within thirty (30) days after receipt by **Hood County Juvenile Probation** of **Denton County Juvenile Probation's** monthly invoicing.

Payment shall be made to: **Denton County Treasurer**
401 W. Hickory Street
Suite 309
Denton, TX 76201-9026

4.04 ACCOUNTING AND INSPECTION: **Denton County Juvenile Probation** will account separately for any and all state funds paid to **Denton County Juvenile Probation** by **Hood County Juvenile Probation**. **Denton County Juvenile Probation** will provide access to **Hood County Juvenile Probation** to records relating to Hood County juveniles that may be necessary to monitor **Denton County Juvenile Probation's** performance under this contract. **Denton County Juvenile Probation** will retain all applicable records for a minimum of three (3) years or until any pending audits have been completed or questions answered or resolved regarding the financial records. **Denton County Juvenile Probation** shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

4.05 TJJD INSPECTION: **Denton County Juvenile Probation** shall keep all records relating to Hood County juveniles and make them available for inspection by the Texas Juvenile Justice Department.

4.06 AUDIT BY STATE AUDITOR: **Denton County Juvenile Probation** 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. **Denton County Juvenile Probation** 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. **Denton County Juvenile Probation** will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through **Denton County Juvenile Probation** and the requirement to cooperate is included in any subcontract it awards.

ARTICLE V

5.01 CONDITIONS FOR PLACEMENT: Prior to placement or provided when a juvenile is transported to any Residential Placement Center operated by **Denton County Juvenile Probation**, the officer effectuating the transfer should have the following with him:

(1) Two copies of the signed Dispositional Order with the conditions ordering the child into placement into the Denton County POST-Adjudication Program; and a copy of the Order of Adjudication and Terms of Probation. Other documentation will be provided prior to the juvenile's arrival as specified by the program staff.

(2) Parent/Guardian's notification of child's whereabouts.

5.02 ORDER EXTENDING TIME: Unless services are extended pursuant to a judicial order issued by the **Hood County Juvenile Court** or other legal agreement for continuation of services, juveniles placed in any residential placement facility shall be removed by **Hood County Juvenile Probation**, its agents, servants or employees at the time specified by the Court Order issued by the Judge of the Hood County Juvenile Court.

5.03 CHARGES FOR TRANSPORTATION: Should a juvenile in residential care not be removed by **Hood County Juvenile Probation**, its agents, servants, or employees as provided in Section 5.02 by 12:00 noon of the last day of placement; **Denton County Juvenile Probation** will immediately deliver the juvenile to the Hood County Juvenile Court or a person authorized by **Hood County Juvenile Probation** to receive juveniles. **Hood County Juvenile Probation** shall be charged \$.055 per mile for each mile traveled.

5.04 AGREEMENT FOR NON-REMOVAL: Unless an Order for Release has been delivered that is signed by the Judge of the Hood County Juvenile Court or other authorization for release provided by **Hood County Juvenile Probation**, juveniles placed in any Residential Placement Center operated by **Denton County Juvenile Probation** shall not be removed from the care or custody of the Center prior to the expiration of the term and conditions contained in the Court Order except by the Probation Officer or as allowed in Sections 2.01, or Section 5.05

5.05 CONDITIONS FOR REMOVAL: If a juvenile is placed in a Residential Placement Center operated by **Denton County Juvenile Probation**, and if found, in the sole judgment of **Denton County Juvenile Probation** to be mentally or physically unfit, dangerous and/or unmanageable or the juvenile's mental or physical condition might endanger that juvenile or other occupants of the Residential Placement Center, then **Denton County Juvenile Probation** will immediately give notice to a person or persons authorized by **Hood County Juvenile Probation** to remove the juvenile, and said juvenile shall be removed by an authorized person promptly, but in no event longer than (12) hours. In the event said juvenile is not removed, **Denton County Juvenile Probation** is hereby authorized to immediately deliver the juvenile to the **Hood County Juvenile Probation** or person authorized by **Hood County Juvenile Probation** to receive juveniles. **Hood County Juvenile Probation** shall be charged the cost of transportation in accordance with Section 5.03 above.

5.06 ACCEPTANCE: **Denton County Juvenile Probation** agrees that any Residential Placement Center operated by **Denton County Juvenile Probation** will accept any juvenile qualified hereunder, without regard to such juvenile's religion, race, creed, color, or national origin.

ARTICLE VI

6.01 OPERATION: Nothing in this contract shall be construed to permit **Hood County Juvenile Probation**, its agents, servants or employees in any way to manage, control, direct or instruct **Denton County Juvenile Probation**, its servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of any Residential Placement Center operated by **Denton County Juvenile Probation**.

ARTICLE VII

7.01 CONFIDENTIALITY & IDEMNIFICATION: In consideration of **Denton County Juvenile Probation** and/or its representatives or agents agreeing to provide access to information or records pertaining to a juvenile placed in the Residential Placement Center by **Hood County Juvenile Probation**, **Hood County Juvenile Probation** agrees, to the extent permitted by the Constitution and laws of the State of Texas, to indemnify and hold harmless **Denton County Juvenile Probation** for any damages and/or claims, including but not limited to attorney's fees incurred in the event that any breach of confidentiality occurs as a result of **Denton County Juvenile Probation** providing the information or records to **Hood County Juvenile Probation**.

ARTICLE VIII

8.01 DUTY TO REPORT: As required by §261.101 and §261.405 of the Texas Family Code and §358.420 of the Texas Administrative Code, **Denton County Juvenile Probation** shall report any allegation or incident of abuse, exploitation or neglect of any child alleged to have occurred outside of the juvenile justice system within twenty-four (24) hours from the time the allegation is made, to all of the following:

- (1). The Texas Department of Family and Protective Services (DFPS), Texas Commission on Alcohol and Drug Abuse, or the Texas Department of State Health Services; and
 - (2). Local law enforcement agency (such as the County Sheriff's Office).
- 8.02 As required by §358.400(c) of the Texas Administrative Code, **Denton County Juvenile Probation** shall report any allegation or incident of abuse, exploitation, or neglect of a juvenile, alleged to have occurred while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program within twenty-four (24) hours from the time the allegation is made, to all of the following:
 - (1). The Texas Juvenile Justice Department; and
 - (2). Local law enforcement (such as the County Sheriff's Office).
- 8.03 As required by §358.500(b) and (c) of the Texas Administrative Code, **Denton County Juvenile Probation** shall report any allegation or incident of serious physical abuse or sexual abuse of a juvenile alleged to have occurred while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program to all of the following in the time frames prescribed:
 - (1). Local law enforcement (such as the County Sheriff's Office) by phone within one (1) hour from the time the allegation is made; and
 - (2). The Texas Juvenile Justice Department by phone (877-786-7263) within four (4) hours from the time the allegation is made. Within twenty-four (24) hours from the report by phone, **Denton County Juvenile Probation** shall submit a completed Incident Report Form to the Texas Juvenile Justice Department at its facsimile number (512-424-6716).
- 8.04 As required by §358.600(b) and (c) of the Texas Administrative Code, **Denton County Juvenile Probation** shall report the death of a juvenile that occurs while the juvenile is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program; or emanates from an illness, incident or injury that occurred or was discovered or reported on the premises of a juvenile probation department, facility, or program; or occurs while in the presence of an employee, intern, volunteer, contractor, or **Denton County Juvenile Probation** regardless of location, to all of the following in the time frames prescribed:
 - (1). Local law enforcement (such as the County Sheriff's Office) by phone within one (1) hour from the time the allegation is made; and
 - (2). The Texas Juvenile Justice Department by phone (877-786-7263) within four (4) hours from the time the allegation is made. Within twenty-four (24) hours from the report by phone, **Denton County Juvenile Probation** shall submit a completed Incident Report Form to the Texas Juvenile Justice Department at its facsimile number (512-424-6716).

8.05 As required by §358.300 of the Texas Administrative Code, **Denton County Juvenile Probation** shall report any allegation or occurrence of a serious incident, as defined in §358.100(21) and further defined in §358.100(4), (7), (20), (29), and (30), while the child is or was on the premises of a juvenile probation department, confined in a juvenile justice facility, or participating in a juvenile justice program, within twenty-four (24) hours from the time the allegation is made or occurrence is known, to all of the following:

- (1). The Texas Juvenile Justice Department; and
- (2). Local law enforcement (such as the County Sheriff's Office).

8.06 For the purpose of the foregoing provisions, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

ARTICLE IX

9.01 **DISCLOSURE OF INFORMATION:** **Denton County Juvenile Probation** warrants that, prior to entering this contract, it has verified and disclosed the following information to Hood County 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 **Hood County Juvenile Probation:**

- A. Any and all corrective action required by any of **Denton County Juvenile Probation's** licensing authorities;
- B. Unless otherwise prohibited by law or judicial order, any and all litigation filed against the **Denton County Juvenile Probation**, or against its employees, interns, volunteers, **Denton County's**, agents and/or consultants that have direct contact with juveniles placed by and through this contract;
- C. Any arrest of any employee, intern, volunteer, of **Denton County Juvenile Probation**, its agent and/or consultant of **Denton County Juvenile Probation** that has or may have direct contact with juveniles placed by and through this contract;
- D. All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by Hood County Juvenile Probation;
- E. 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 **Denton County Juvenile Probation** who has or may have had direct contact with juveniles was the alleged or designated perpetrator;
- F. The identity of **Denton County Juvenile Probation** employees, interns, volunteers, subcontractors, agents and/or consultants of the Center who are found to be registered sex offenders; and

- G. The identity of any **Denton County Juvenile Probation's** employees, interns, volunteers, subcontractors, agents and/or consultants of the Center who, 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.
- H. **Denton County Juvenile Probation** agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Hood County 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 **Denton County Juvenile Probation**, prior to placing that individual in a position that involves direct contact with juveniles, and that Denton County Juvenile Probation, in its sole discretion, may determine that the safety of children being served under this Agreement precludes such individual from being placed in a position that involves direct contact with juveniles.

ARTICLE X

10.01 REPRESENTATIONS & WARRANTIES: **Denton County Juvenile Probation** 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 holds 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 operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Denton, or any political subdivision thereof;
- C. That it carries sufficient insurance to provide protection to Denton County Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement;
- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations; and
- E. That 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 XI

11.01 SANCTIONS & PENALTIES: The **Hood County Juvenile Probation** may upon 30 calendar day's written notice to the **Denton County Juvenile Probation**, terminate the contract in any one of the following circumstances:

- A. If **Denton County Juvenile Probation** fails to comply with **Hood County Juvenile Probations** reporting requirements, the objectives, terms, conditions or standards of this contract, applicable federal, state or local laws, rules, regulations and ordinances, or any other requirements set forth in this contract;
- B. If **Denton County Juvenile Probation** fails to perform the work and services required by this contract within the time specified herein or any extension thereof;
- C. If **Denton County Juvenile Probation** fails to correct its noncompliance with any term(s) or provision(s) of this contract within 30 calendar days (or any extension as authorized by **Hood County Juvenile Probation** in writing) after receiving notice of noncompliance from **Hood County Juvenile Probation**;
- D. If funds allocated to **Hood County Juvenile Probation** by the state should become reduced, depleted or unavailable during the contract term.
- E. Contract may be mutually terminated by the **Hood County Juvenile Probation** and **Denton County Juvenile Probation** with written notice received and signed by both parties; the termination may be with or without cause.
- F. If contract is terminated by **Hood County Juvenile Probation** due to noncompliance or substandard compliance **Denton County Juvenile Probation** may be required to refund the payments they received from **Hood County Juvenile Probation** from the date of the documented breach of contract; the request for refund shall be made in writing to the **Denton County Juvenile Probation** from **Hood County Juvenile Probation** within 30 days of the termination of the contract.
- G. If contract is terminated by **Hood County Juvenile Probation** for any of the reasons listed above **Denton County Juvenile Probation** may be ineligible for future contracts if **Denton County Juvenile Probation** is unable to rectify the reason/s for the termination.
- H. Prior to the **Hood County Juvenile Probation** terminating a contract with **Denton County Juvenile Probation** due to noncompliance or substandard compliance, **Hood County Juvenile Probation** may withhold, suspend or reduce the payment made to **Denton County Juvenile Probation** for the time frame granted to **Denton County Juvenile Probation** to correct the noncompliance or non-performance; if **Denton County Juvenile Probation** is unable to correct the noncompliance or non-performance within the time frame allotted the contract shall be terminated.

ARTICLE XII

12.01 ENTIRE AGREEMENT: This agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter of this agreement which is not contained herein shall be valid or binding.

ARTICLE XIII

13.01 APPLICABILITY: This Agreement shall insure solely to the benefit of the parties hereto and not to any third party recipients or supplier of services.

ARTICLE XIV

14.01 ASSIGNABILITY: This Agreement is not assignable.

ARTICLE XV

15.01 GOVERNING LAW: The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of Texas, and all venue of any litigation that may become necessary shall be in Denton County, Texas.

ARTICLE XVI

16.01 AMENDMENT: This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

ARTICLE XVII

17.01 LEGAL CONSTRUCTION: 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, such provisions shall be treated as if they had never been contained herein and the Agreement shall be considered valid and enforceable.

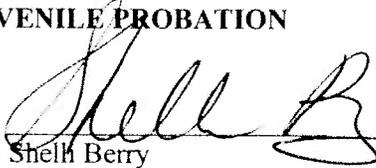
ARTICLE XVIII

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

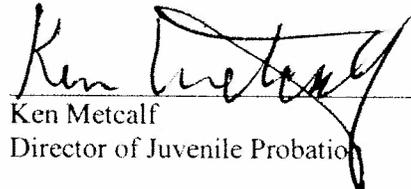
EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

**HOOD COUNTY
JUVENILE PROBATION**

By:


Shell Berry
Director of Juvenile Probation

**DENTON COUNTY
JUVENILE PROBATION**


Ken Metcalf
Director of Juvenile Probation

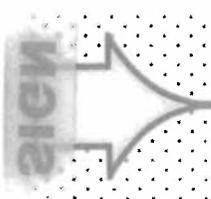


EXHIBIT A

This "Exhibit A" is attached to and made part of the **Denton County Juvenile Probation Contract for Residential Services**.

Program Goals: **Denton County Juvenile Probation** shall strive to teach all children placed in the facility to exhibit a greater degree of self-discipline and self-control, to learn social skills, to refrain from hostile aggressive acts toward others and to progress toward a lifestyle free from delinquent behavior. **Denton County Juvenile Probation** shall ensure children are assigned to the appropriate Level of Care (See Exhibit B) as they remain in the treatment program. **Denton County Juvenile Probation** shall work with each individual child and family to reach a positive permanency plan that protects the public and meets the best interest of the child upon his release, and assists the child in preventing recidivism.

Output Measures: **Denton County Juvenile Probation** agrees to complete and forward to **Hood County Juvenile Probation** the following written documents: 1) **Initial Treatment (Case Plan) Plan** within 30 days of placement date; 2) **Review of Treatment Plan** every 90 days; 3) **Monthly Progress Reports**; 4) **Six Weeks Progress Reports and Transcripts from School**; and 5) **Discharge Summary with Aftercare Plan**.

Outcome Measures: Both parties recognize that a variety of factors affect the outcome of a given case and that any statement of Outcome Measure or the success of an entire program is an estimate. Furthermore, the contract does not express a minimum or maximum number of referrals. However, **Denton County Juvenile Probation** shall strive to provide the highest possible success in the outcome of its treatment. In the event **Denton County Juvenile Probation** serves more than one client, **Denton County Juvenile Probation** agrees to keep track of its success rate using reasonable measures available to it.

Required Measurements: **Denton County Juvenile Probation** shall be required to measure the juvenile's progress toward goals in the following 9 domains:

1. Medical Domain
2. Safety and Security Domain
3. Recreational Domain
4. Educational Domain
5. Mental/Behavioral Health Domain
6. Relationship Domain
7. Socialization Domain
8. Permanence Domain
9. Parent and Child Participation Domain

EXHIBIT B
SPECIFIC SERVICES AND FEES FOR
DENTON COUNTY JUVENILE PROBATION
CONTRACT FOR RESIDENTIAL SERVICES

THIS EXHIBIT B to the CONTRACT FOR RESIDENTIAL SERVICES is for the purpose of setting out the specific services to be provided to the individual juvenile specified below by **DENTON COUNTY JUVENILE PROBATION** and the fees to be paid to **DENTON COUNTY JUVENILE PROBATION** by **Hood County Juvenile Probation** for those services.

I. CONTRACTING PARTIES:

HOOD COUNTY JUVENILE PROBATION

DENTON COUNTY JUVENILE PROBATION

CLIENT: [Name of Juvenile]

STATEMENT OF SPECIALIZED SERVICES TO BE PERFORMED:

Check appropriate Level of Care:

- Track I: Residential treatment for level of care for General Offender**
Rate of \$103.03 per day
- Track II: Residential treatment for Substance Abuse specialized level of care**
Rate of \$162.30 per day
- Track III: Residential treatment for Female Offender specialized level of care**
Rate of \$ 162.30 per day

*Note: LOC Rates often change yearly according to TDFPS (Texas Department of Family and Protective Services); this department will adopt the new LOC rates as directed by TDFPS for each contracted juvenile in residential placement. The LOC rate change will be indicated on the first monthly invoice prepared by the **Denton County Juvenile Probation** following the direction of TDFPS.

Authorized Signatures/Date: _____, 2015



Hood County
Juvenile Probation

Denton County
Juvenile Probation

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 **Lena Pope Home**, hereinafter referred to as "**Provider**".

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

WHEREAS, the **Board** and **Juvenile Probation Department** desire to meet the mandated requirements by securing the **Individual 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

process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

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

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

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

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

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

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

SECTION II
TERM

2.01 Term of this agreement is from **September 1, 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,

regulations and statutes.

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

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

SECTION V **BILLING AND PAYMENT**

5.01 As compensation for all services provided hereunder for the period **September 1, 2015 through August 31, 2016**. **Board** shall pay **Provider** the sum of \$ 85.00 per hour for Individual Counseling, \$ 85.00 per hour for family counseling and \$ 155.00 per individual/family assessment.

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

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

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, **Board** shall compensate **Provider** for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time **Individual 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
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

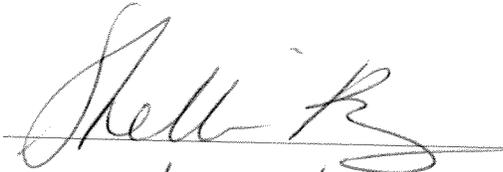
18.01 **Provider** shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising there from have been resolved, whichever is later.

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: 

Date: 9/15/15

Lena Pope Home, Inc.
Provider

By: 
Signature

Date: 9/8/15

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



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 Daniel Altman, 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

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

1.03 The **Board and Juvenile Probation** agree to purchase and **Provider** agrees to furnish, during the term of this agreement, to eligible juveniles, **Psychological Evaluations 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.

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

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

SECTION IV
ELIGIBILITY FOR SERVICES

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

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

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

SECTION V **BILLING AND PAYMENT**

5.01 As compensation for all services provided hereunder for the period **September 1, 2015 through August 31, 2016**. **Board** shall pay **Provider** the sum of \$ 495.00 per report for Psychological Evaluations, \$550.00 per report for Psycho-Sexual Evaluations.

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 actual basis

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

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: 

Date: 9/15/15

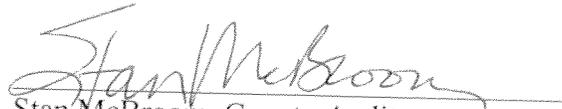
Daniel R. Altman, Ph.D., Altman Psychological Services, PLLC
Provider

By: 
Signature

Date: 9/9/15

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



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 **Terry McCarty**, hereinafter referred to as "**Provider**".

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

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

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

process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The **Board and Juvenile Probation** agree to purchase and **Provider** agrees to furnish, during the term of this agreement, to eligible juveniles, **Individual Counseling** 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.

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

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

SECTION IV
ELIGIBILITY FOR SERVICES

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

regulations and statutes.

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

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

SECTION V **BILLING AND PAYMENT**

5.01 As compensation for all services provided hereunder for the period **September 1, 2015 through August 31, 2016**. **Board** shall pay **Provider** the sum of \$ 100.00 per session for Individual Counseling

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

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

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, **Board** shall compensate **Provider** for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time **Individual 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** 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** 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

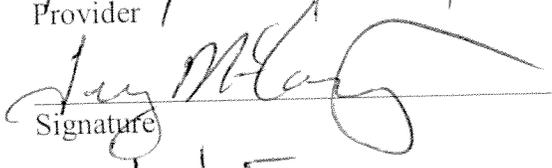
18.01 **Provider** shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising there from have been resolved, whichever is later.

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.

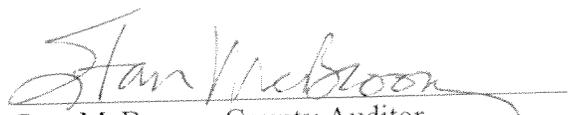
HOOD COUNTY JUVENILE BOARD

By: 
Date: 9/17/15

Terry McCarty
Provider
By: 
Signature
Date: 9/11/15

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

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 Belinda Tuck, LPC**, hereinafter referred to as "**Provider**".

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

WHEREAS, the **Board** and **Juvenile Probation Department** desire to meet the mandated requirements by securing the **Individual Counseling, Family Counseling and Group Counseling** 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 **Individual Counseling Family Counseling and Group 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).

Non-Residential Contract 08/12/15

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

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

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

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

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

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

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

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

SECTION II
TERM

2.01 Term of this agreement is from **September 1, 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, regulations and statutes.

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

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

SECTION V
BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period **September 1, 2015 through August 31, 2016**. **Board** shall pay **Provider** the sum of \$ 35.00 per hour for Individual Counseling, \$ 35.00 per hour for family counseling, and \$ 35.00 per session for group sessions.

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

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

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

SECTION VI
SERVICES PROVIDED

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

SECTION VII
LOCATION

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

SECTION VIII
REPORTS AND CONSULTATION

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

8.02 In addition to the **Individual, Family Counseling 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

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.

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

HOOD COUNTY JUVENILE BOARD

By: 

Date: 9-4-15

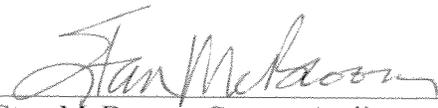
Belinda Tuck, LPC
Provider

By: 
Signature

Date: 9-4-15

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

