

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



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

HONORABLE DARRELL COCKERHAM
- County Judge -
Hood County, Texas

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

HOOD COUNTY YOUTH SERVICES 355TH JUDICIAL DISTRICT

Notice of the regular meeting of the **Hood County Juvenile Board** on **Wednesday, September 05, 2012, at 8:00 AM** in the **Central Jury Room** located in the **Hood County Justice Center** at 1200 W. Pearl St., Granbury, TX. At which meeting, the following subjects will be discussed, and the following matters acted upon:

- I. Call to order
- II. Approve minutes from previous meeting(s).
- III. Review requests for budget line item amendments and consider for approval.
- IV. Review bills presented for payment and take appropriate action.
- V. Ratify current payroll.
- VI. Consider and approve personnel changes, new hires, and terminations.
- VII. Consider schedule for the 2012 – 2013 Juvenile Board Meetings and take appropriate action.
- VIII. Ratify the following contracts
 - A. Non-Residential Services with Linda Baley, LPC, LSTOP
 - B. Non-Residential Services with Granbury Regional Juvenile Justice Center

ADJOURN

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

DARRELL COCKERHAM, COUNTY JUDGE

Notice of meeting/agenda posted at Hood County Justice Center, 1200 W. Pearl St., Granbury, Texas on Aug 19, 2012 by M. Sutton.

Notice

Policy of Non-Discrimination on the Basis of Disability

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

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

REGARDING ITEM 1: JUDGE__WALTON__ CALLED THE MEETING TO ORDER AT 8:00 A.M. ON THE AFORSAID DATE OF SEPTEMBER 5, 2012.

REGARDING ITEM 2: MOTION MADE BY JUDGE__COCKERHAM__ TO APPROVE THE MINUTES OF THE AUGUST 22, 2012 MEETING. SECONDED BY JUDGE__MESSINA__. MOTION CARRIED. SEE ATTACHED.

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

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

REGARDING ITEM 5: MOTION MADE BY JUDGE__MESSINA__ TO RATIFY PAYROLL FROM JULY 30, 2012 – AUGUST 12, 2012 AND FROM AUGUST 13, 2012 – AUGUST 26, 2012. SECONDED BY JUDGE__COCKERHAM__. MOTION CARRIED. SEE ATTACHED.

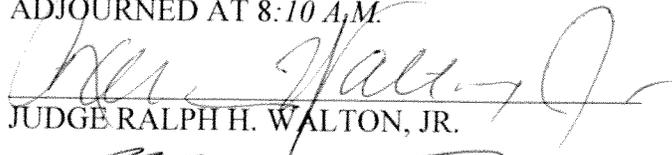
REGARDING ITEM 6: MOTION MADE BY JUDGE__WALTON__ TO APPROVE THE PERSONNEL CHANGES, NEW HIRES AND TERMINATIONS. SECONDED BY JUDGE__MESSINA__. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 7: MOTION MADE BY JUDGE__WALTON__ TO APPROVE THE 2012 - 2013 SCHEDULE FOR JUVENILE BOARD MEETINGS. SECONDED BY JUDGE__MESSINA__. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 8:

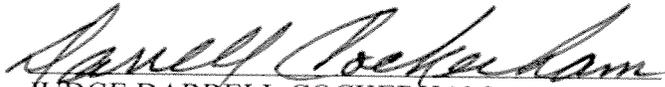
- A. MOTION MADE BY JUDGE__MESSINA__ TO RATIFY THE CONTRACT FOR NON-RESIDENTIAL SERVICES WITH LINDA BAILEY, LPC, LSTOP. SECONDED BY JUDGE__WALTON__. MOTION CARRIED. SEE ATTACHED.
- B. MOTION MADE BY JUDGE__MESSINA__ TO RATIFY THE CONTRACT FOR NON-RESIDENTIAL SERVICES WITH THE GRANBURY REGIONAL JUVENILE JUSTICE CENTER. 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

2012 BUDGET AMENDMENT FORM

DEPARTMENT JUVENILE PROBATION COURT DATE 9/5/2012

ITEM	TO/FROM REASON	GENERAL LEDGER ACCOUNT CODE	AMOUNT
1	TO (INCREASE)	053 - 333 - 370	\$ 4,028.94
	TO (INCREASE)	053 - 458 - 487	\$ 4,028.94
	REASON (BE SPECIFIC)	INCREASE BUDGET FOR ADDITIONAL REVENUE AND EXPENSE	
2	TO (INCREASE)	053 - 333 - 370	\$ 1,736.61
	TO (INCREASE)	053 - 458 - 487	\$ 1,736.61
	REASON (BE SPECIFIC)	INCREASE BUDGET FOR ADDITIONAL REVENUE AND EXPENSE	
3	TO (INCREASE)	- - -	
	TO (INCREASE)	- - -	
	REASON (BE SPECIFIC)		

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

Beth Pat, IPSW
ELECTED/APPOINTED OFFICIAL

8/29/2012
DATE

AUDITOR

DATE

* DATE: 08/29/2012
PPYR: 11/2012 DCP

TREASURER RECEIPT
HOOD COUNTY
STATE OF TEXAS

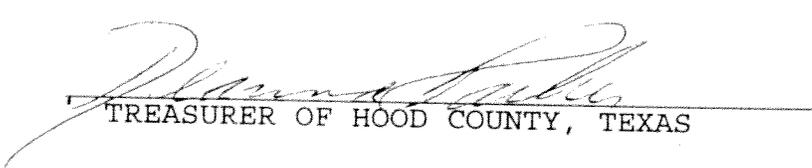
RECEIPT NO: 73065

900456

RECEIVED FROM: TEXAS JUVENILE PROBATION COMMISSION
ADDRESS:
CITY/ST/ZIP:

ACCT NAME	ACCOUNT NO	ITEM DESCRIPTION	AMOUNT
STATE REVENUE	053-333-370	TJPC E-2012-111/DD	4,028.94

RECEIPT TOTAL: 4,028.94



TREASURER OF HOOD COUNTY, TEXAS

* DATE: 08/29/2012
PPYR: 11/2012 DCP

TREASURER RECEIPT
HOOD COUNTY
STATE OF TEXAS

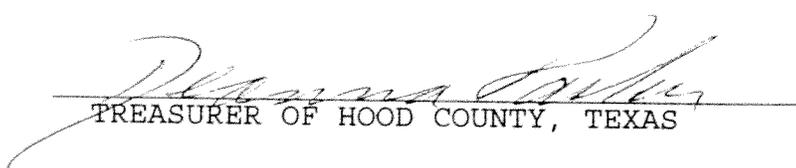
RECEIPT NO: 73066

900456

RECEIVED FROM: TEXAS JUVENILE PROBATION COMMISSION
ADDRESS:
CITY/ST/ZIP:

ACCT NAME	ACCOUNT NO	ITEM DESCRIPTION	AMOUNT
STATE REVENUE	053-333-370	TJPC E-2012-111/DD	1,736.61

RECEIPT TOTAL: 1,736.61



TREASURER OF HOOD COUNTY, TEXAS

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 September, 2012 with the following exceptions: None.

(list, if any)

CERTIFIED BY CHIEF ADMINISTRATIVE OFFICER


Beth Pate, LBSW

ACCOUNTS PAYABLE REGISTER
 ALL RECORDS FROM 09/05/2012 TO 09/05/2012 DATE-TO-BR-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INV#	AP DATE	PD PO NO	AMOUNT
BIBBERO SYSTEMS, INC. 1300 NORTH MCDOWELL BLVD PETALUMA CA 94954	2012 010-570-330 2012 010-570-330	SUPPLIES SUPPLIES	JUV/SHIPPING JUV/DIVIDERS	1411196 1411196	08/31/12 08/31/12	11 125432 11 125432	12.75 49.60
MARTIN'S OFFICE SUPPLY, I 822 W PEARL ST GRANBURY TX 76048	2012 010-570-330	SUPPLIES	JUV/PATHFINDER MAPS	08/13/2012	08/31/12	11 125354	29.90
TEXAS PROBATION ASSOCIATI GEORGE J BETTO CTC SAM HOUSTON UNIVERSITY HUNTSVILLE TX 77341	2012 010-570-480 2012 010-570-480	DUES, SUBSCRIPTION DUES, SUBSCRIPTION	JUV/A. BALLEW TPA R JUV/B. PATE TPA REN	8/20/12 8/20/12	08/31/12 08/31/12	11 125453 11 125453	35.00 35.00
WEST PAYMENT CENTER PO BOX 6292 CAROL STREAM IL 60197	2012 010-570-330 2012 010-570-330	SUPPLIES SUPPLIES	JUV/TX VERN STAT ED JUV/TX VERN STAT ED	825485162 825485162	08/31/12 08/31/12	11 125452 11 125452	29.00 29.00

TOTAL CHECKS TO BR WRITTEN 220.25

58.00

**HOOD COUNTY JUVENILE BOARD
JUVENILE PROBATION PAYROLL**

Payroll from July 30 through August 12, 2012

Paid on August 17, 2012

Total Payroll - Fund 56	\$	<u>8,941.72</u>
Total Employees Paid		5

Motion Made by Board Member 

To ratify Payroll as presented.

Seconded by Board Member 

All voted AYE, motion carried.

Approved this September 5, 2012

Juvenile Probation Director 

Treasurer 

Auditor 

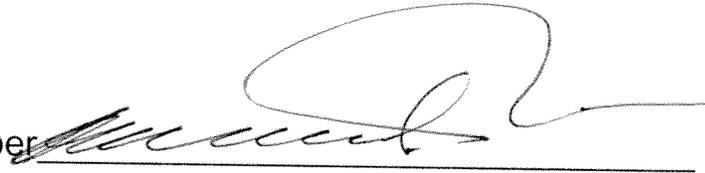
**HOOD COUNTY JUVENILE BOARD
JUVENILE PROBATION PAYROLL**

Payroll from August 13 through August 26, 2012

Paid on August 31, 2012

Total Payroll - Fund 56	\$	<u>8,941.72</u>
Total Employees Paid		5

Motion Made by Board Member



To ratify Payroll as presented.

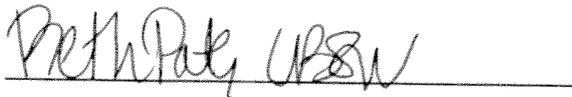
Seconded by Board Member



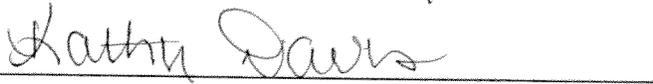
All voted AYE, motion carried.

Approved this 5th day of September, 2012

Juvenile Probation Director



Treasurer



Auditor



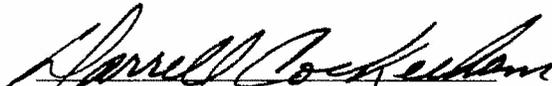


HOOD COUNTY PERSONNEL AND RISK MANAGEMENT

THE ATTACHED PERSONNEL CHANGES HAVE BEEN APPROVED BY THE JUVENILE BOARD ON
SEPTEMBER 5, 2012


PERSONNEL DIRECTOR


AUDITOR


COUNTY JUDGE


DISTRICT JUDGE


JUVENILE PROBATION DIRECTOR


COUNTY COURT AT LAW JUDGE

Juvenile Board
 Changes For
 September 5, 2012

Salary Changes	Effective Date	From	To	Increase	Annual Salary	Next Review Date	Employee #
Beth Pate, Juvenile Probation Director	9/1/2012	2,230.77	2,275.39	44.62	59,160.14	9/1/2013	056-410-952
Anna-Belle Ballew, Juv. Prob. Officer	9/1/2012	1,315.38	1,341.69	26.31	34,883.94	9/1/2013	056-410-948
LaShae Sanders, Juv. Probation Officer	9/1/2012	1,269.23	1,294.62	25.39	33,660.12	9/1/2013	056-410-255
Deana Smith, Juv. Probation Officer	9/1/2012	1,269.23	1,294.62	25.39	33,660.12	9/1/2013	056-410-240
Terminations							
None							
New Hires							
None							
Comp Time in Excess of 50 hours as of 8/12/2012							
None							
Comp Time Liability as of 8/26/2012							
		From	To				
Juvenile Probation Fund 056		614.15	397.53				
Total Liability							
Fund		From	To	Difference			
		# Employees	# Employees				
Juvenile Probation Department		5	5	0			
Additional Information							
Beth Pate, Juvenile Probation Director, To Correct Pay Rate							
Anna-Belle Ballew, Juvenile Probation Officer, To Correct Pay Rate							
LaShae Sanders, Juvenile Probation Officer, To Correct Pay Rate							
Deana Smith, Juvenile Probation Officer, To Correct Pay Rate							

2013 JUVENILE BOARD COURT DATE

MONTH	JUVENILE BOARD COURT DATE
OCTOBER	3
	17
NOVEMBER	7
	21
DECEMBER	5
	19
JANUARY	2
	16
FEBRUARY	6
	20
MARCH	6
	20
APRIL	3
	17
MAY	8
	22
JUNE	5
	19
JULY	3
	17
AUGUST	7
	21
SEPTEMBER	4
	18

THE STATE OF TEXAS §
 §
COUNTY OF HOOD §

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

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

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

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

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

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

**SECTION I
PURPOSE**

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

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

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

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

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

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

- A) Rates of successful probation and deferred prosecution completion;
- B) Rates of successful intensive supervision probation completion;
- C) Specifically, 75% or greater of those referred will successfully complete

counseling requirements.

- D) At least 50% of the juveniles and families completing counseling will show improved individual and/or family functioning.

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

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

SECTION II **TERM**

2.01 Term of this agreement is from **September 1, 2012** through **August 31, 2013** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION III **TERMINATION**

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

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

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

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

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

SECTION IV **ELIGIBILITY FOR SERVICES**

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

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

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

SECTION V **BILLING AND PAYMENT**

5.01 As compensation for all services provided hereunder for the period **September 1, 2012 through August 31, 2013**. **Board** shall pay **Provider** the sum of \$ 75.00 per hour for Individual/Family Sex Offender Counseling, \$ 80.00 per session for Parent Sex Offender

Counseling, \$250.00 per report for Psychosexual Evaluations, \$45.00 per Group Counseling Session.

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

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

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

SECTION VI **SERVICES PROVIDED**

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

SECTION VII **LOCATION**

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

SECTION VIII **REPORTS AND CONSULTATION**

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

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

SECTION IX **DATA PRIVACY**

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

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

SECTION X
ASSIGNMENTS

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

SECTION XI
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

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

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

agreement.

SECTION XII
SEVERABILITY

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

SECTION XIII
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

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

SECTION XIV
SERVICES NOT PROVIDED FOR

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

SECTION XV
WAIVER OF BREACH OR DEFAULT

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

SECTION XVI
COMPLIANCE WITH LAWS AND REGULATIONS

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

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

SECTION XVII
PROVIDER ELIGIBILITY

17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts. In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan or payment and shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

SECTION XVIII
RETENTION OF RECORDS

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

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

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

HOOD COUNTY JUVENILE BOARD

By: _____

Date: _____


9-5-12

LINDA BALEY LPC, LSOTP

Provider

By: Linda Bailey, LPC, LSOTP
Signature

Date: 8-2-12

AUDITOR'S CERTIFICATE

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

Stan McBroom

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 **Granbury Regional Juvenile Justice Center** hereinafter referred to as "**Provider**".

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

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

WHEREAS, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing **Psychological Evaluations, Alcohol/Drug Evaluations, Individual/Family Counseling, Group Counseling, Individual/Family Drug/Alcohol counseling** services.

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

SECTION I
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1.01 The purpose of this agreement is to make available to eligible juveniles **Psychological Evaluations, Alcohol/Drug Evaluations, Individual/Family Counseling, Group Counseling, Individual/Family Drug/Alcohol 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, Alcohol/Drug Evaluations, Individual/Family Counseling, Group Counseling, Individual/Family Drug/Alcohol 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, 2012** through **August 31, 2013** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION III **TERMINATION**

3.01 This agreement may be terminated by the **Provider** at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to **Hood**

County Juvenile Probation Board. Notice to the Board and Juvenile Probation Department

shall be delivered to:

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

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

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

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

SECTION IV
ELIGIBILITY FOR SERVICES

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

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

4.03 For the purposes of this agreement any juvenile that comes under the direct

Supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION V
BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period **September 1, 2012 through August 31, 2013**. **Board** shall pay **Provider** the sum of \$ 50.00 per week per person for Life Skills Group, \$ 300.00, per family, for Parent/Juvenile Outreach Program, \$ 450.00 per month for substance abuse group counseling, \$ 65.00 per session, for individual substance abuse counseling, \$ 65.00 per session, for individual counseling, \$ 450.00 per month, for general group counseling, \$ 200.00 per session, for family therapy, \$ 30.00 per person, per session, for parenting counseling/education, \$ 40.00 per person, per session, for aftercare intensive counseling, \$ 400.00 per report for psychological 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 hourly basis according to the actual hourly amount of time **Psychological Evaluations, Alcohol/Drug Evaluations, Individual/Family Counseling, Group Counseling, Individual/Family Drug/Alcohol 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 **Psychological Evaluations, Alcohol/Drug Evaluations, Individual/Family Counseling, Group Counseling, Individual/Family Drug/Alcohol 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 **Psychological Evaluations, Alcohol/Drug Evaluations,**

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

SECTION IX
DATA PRIVACY

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

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

SECTION X
ASSIGNMENTS

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

SECTION XI
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

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

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

SECTION XII
SEVERABILITY

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

SECTION XIII
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

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

SECTION XIV
SERVICES NOT PROVIDED FOR

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

SECTION XV
WAIVER OF BREACH OR DEFAULT

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

SECTION XVI
COMPLIANCE WITH LAWS AND REGULATIONS

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

ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle the **Board** and **Juvenile Probation** to terminate this contract immediately upon delivery of written notice of termination to **Provider**.

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

SECTION XVII **PROVIDER ELIGIBILITY**

17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts. In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan or payment and shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

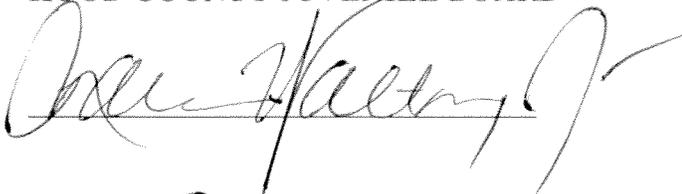
SECTION XVIII **RETENTION OF RECORDS**

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

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

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

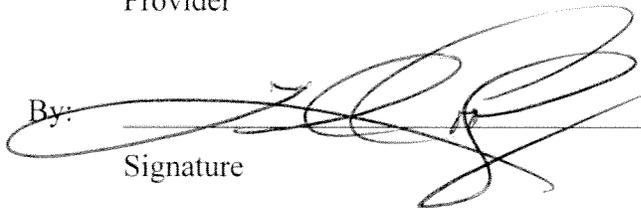
HOOD COUNTY JUVENILE BOARD

By: 

Date: 9-5-12

Granbury Regional Juvenile Justice Center

Provider

By: 
Signature

Date: 7-31-12

AUDITOR'S CERTIFICATE

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



Stan McBroom, County Auditor