

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, October 17, 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. Monthly Update from Granbury Regional Juvenile Justice Center.

ADJOURN


DARRELL COCKERHAM, COUNTY JUDGE

Notice of meeting/agenda posted at Hood County Justice Center, 1200 W. Pearl St., Granbury, Texas on Oct. 10, 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.

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



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Addendum

- VIII. Ratify the contract for Non-Residential Services with Teresa Trusner.

ADJOURN

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

DARRELL COCKERHAM, COUNTY JUDGE

Notice of meeting/agenda posted at Hood County Justice Center, 1200 W. Pearl St., Granbury, Texas on Oct. 11, 2012 by M. Sutton.

Notice

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

REGARDING ITEM 1: JUDGE WALTON CALLED THE MEETING TO ORDER AT 8:00 A.M. ON THE AFORSAID DATE OF OCTOBER 17, 2012.

REGARDING ITEM 2: MOTION MADE BY JUDGE COCKERHAM TO APPROVE THE MINUTES OF THE OCTOBER 4, 2012 MEETING. SECONDED BY JUDGE WALTON. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 3: NO ACTION REQUIRED.

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

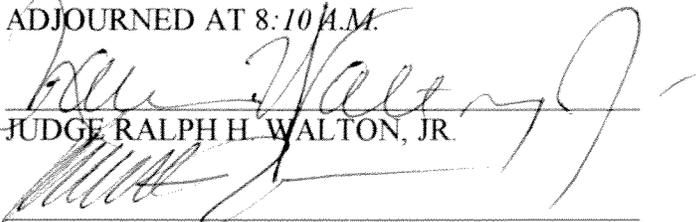
REGARDING ITEM 5: MOTION MADE BY JUDGE WALTON TO RATIFY PAYROLL FROM SEPTEMBER 24, 2012 – OCTOBER 7, 2012. SECONDED BY JUDGE COCKERHAM. MOTION CARRIED. SEE ATTACHED.

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

REGARDING ITEM 7: ANGELA LOWE, ASSISTANT FACILITY ADMINISTRATOR FOR THE GRANBURY REGIONAL JUVENILE JUSTICE CENTER GAVE A MONTHLY UPDATE.

REGARDING ITEM 8: MOTION MADE BY JUDGE COCKERHAM TO RATIFY THE CONTRACT FOR NON-RESIDENTIAL SERVICES WITH TERESA TRUSNER. SECONDED BY JUDGE WALTON. 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

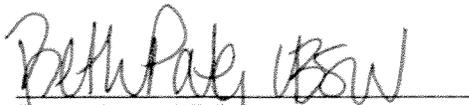
THE STATE OF TEXAS

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 17th day of October, 2012 with the following exceptions: None.

(list, if any)

CERTIFIED BY CHIEF ADMINISTRATIVE OFFICER


Beth Pate, LBSW

ALL RECORDS FROM 10/16/2012 TO 10/16/2012 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INV#	AP DATE	PD PO NO	AMOUNT	
GRAYSON COUNTY DEPARTMENT OF JUVENILE SERVICES 86 DYESS	2012 010-570-405	MEDICAL SERVICE	JUV/K.L. PRESCRIPTI	5294	10/15/12	12 126080	60.00	
	2012 010-570-488	POST ADJUDICATION	JUV/A.S. POST ADJUD	5294	10/15/12	12 126080	2,940.00	
	2012 010-570-488	POST ADJUDICATION	JUV/G.S. POST ADJUD	5294	10/15/12	12 126080	2,940.00	
DENISON TX 75020	2012 010-570-488	POST ADJUDICATION	JUV/K.L. POST ADJUD	5294	10/15/12	12 126080	2,940.00	

							8,880.00	
JP MORGAN CHASE BANK, NA ACCT#5567 0879 0002 9290 PO BOX 94016	2012 010-570-425	ELECTIVE TRAVEL &	JUV/D. SMITH EXPENS	SEPT 2012	10/15/12	12 126170	8.00	
	2012 010-570-425	ELECTIVE TRAVEL &	JUV/A. BALLEW EXPEN	SEPT 2012	10/15/12	12 126170	8.00	
	2012 010-570-425	ELECTIVE TRAVEL &	JUV/TOLL TAG FEE	SEPT 2012	10/15/12	12 126170	10.80	
PALATINE IL 60094								-----
							26.80	
LINDA L. BALEY, LPC 3212 COLLINSWORTH STE 7	2012 010-570-407	PSYCHOLOGICAL SERV	JUV/K.T. FAMILY SES	SEPT 2012	10/15/12	12 126077	160.00	
	2012 010-570-407	PSYCHOLOGICAL SERV	JUV/K.T. INDIVIDUAL	SEPT 2012	10/15/12	12 126077	225.00	
	2012 010-570-407	PSYCHOLOGICAL SERV	JUV/K.T. PSYCH EVAL	SEPT 2012	10/15/12	12 126077	250.00	
FORT WORTH TX 76107								-----
							635.00	
MARK B DEWITT ATTORNEY AT LAW PO BOX 1274 GRANBURY TX 76048	2012 112-570-400	ATTORNEY FEES	JUV/B.D.H COURT APP	J00365	10/15/12	12 126075	650.00	

							650.00	
PARNELL RYAN, PH.D., LPC, 3509 HULEN STREET STE 100	2012 010-570-407	PSYCHOLOGICAL SERV	JUV/Z.H. PSYCH EVAL	HCYS0912	10/15/12	12 126078	500.00	
	2012 010-570-407	PSYCHOLOGICAL SERV	JUV/B.H. PSYCH EVAL	HCYS0912	10/15/12	12 126078	400.00	
FT. WORTH TX 76107								-----
							900.00	
REDWOOD BIOTECH, INC. PO BOX 14327	2012 010-570-485	DRUG TESTING	JUV/HANDLING	392851	10/15/12	12 126076	42.48	
	2012 010-570-485	DRUG TESTING	JUV/DURG TEST KITS	392851	10/15/12	12 126076	97.50	
SANTA ROSA CA 95402								-----
							139.98	
REDWOOD TOXICOLOGY LABORA PO BOX 5680 SANTA ROSA CA 95402	2012 010-570-485	DRUG TESTING	JUV/SEPT 2012 DRUG	00039620129	10/15/12	12 126171	34.25	

							34.25	
SPARKLETTTS - DS WATERS OF P O BOX 403628	2012 010-570-330	SUPPLIES	JUV/COOLER RENTAL-S	8788499 092812	10/15/12	12 126074	2.00	
	2012 010-570-330	SUPPLIES	JUV/WATER	8788499 092812	10/15/12	12 126074	9.75	
ATLANTA GA 30384								-----
							11.75	
TEXAS ASSOCIATION OF COUM UNEMPLOYMENT FUND PO BOX 200989 HOUSTON TX 77216	2012 010-570-207	UNEMPLOYMENT	JUV/UNEMPLOYMENT IN 3RD QTR FY 2012		10/15/12	12 126007	314.95	

							314.95	
TEXAS JUVENILE PROBATION	2012 052-390-056	TRANSFER FROM FUND	JUV/REFUND STATE RE FY 2012		10/09/12	12	5,784.00	

FISCAL YEAR 2012

ALL RECORDS FROM 10/16/2012 TO 10/16/2012 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INV#	AP DATE	PD PO NO	AMOUNT
PO BOX 12757	2012 056-333-370	STATE REVENUE	JUV/REFUND STATE RE	FY 2012	10/09/12	12	16,731.77
AUSTIN TX 78711							----- 22,515.77
XEROX CORPORATION	2012 010-570-329	COPIER LEASE	JUV/SEPT COPY MACHI	064279693	10/15/12	12 126098	325.58
PO BOX 731892							----- 325.58
DALLAS TX 75373							
4M GRANBURY YOUTH SERVICE	2012 010-570-403	JUVENILE DETENTION	JUV/DETENTION	SEPT 2012	10/15/12	12 126079	7,200.00
696 N. FM 487	2012 010-570-405	MEDICAL SERVICE	JUV/T.L. 2 PRESCRIP	SEPT 2012	10/15/12	12 126079	8.00
	2012 010-570-405	MEDICAL SERVICE	JUV/D.B.S DR VISIT	SEPT 2012	10/15/12	12 126079	123.23
ROCKDALE TX 76567	2012 010-570-405	MEDICAL SERVICE	JUV/D.B.S DR VISIT	SEPT 2012	10/15/12	12 126079	625.41
	2012 010-570-405	MEDICAL SERVICE	JUV/B.H. TB TEST	SEPT 2012	10/15/12	12 126079	40.00
	2012 010-570-405	MEDICAL SERVICE	JUV/B.H. DR VISIT	SEPT 2012	10/15/12	12 126079	60.33
	2012 010-570-488	POST ADJUDICATION	JUV/B.H. PLACEMENT	9/13-30/12	10/15/12	12 126079	2,125.00
	2012 010-570-488	POST ADJUDICATION	JUV/T.L. PLACEMENT	9/1-30/12	10/15/12	12 126079	3,750.00
	2012 010-570-488	POST ADJUDICATION	JUV/N.L. PLACEMENT	9/1-4/12	10/15/12	12 126079	560.00
							----- 14,491.97 -----
TOTAL CHECKS TO BE WRITTEN							48,926.05

ALL RECORDS FROM 10/15/2012 TO 10/16/2012 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INV#	AP DATE	PD PO NO	AMOUNT
MARK PILAND 115 W. PEARL #106 GRANBURY TX 76048	2012 112-570-400	ATTORNEY FEES	JUV/Z.H. COURT APPO	J00367	10/16/12	12	650.00 ----- 650.00
TOTAL CHECKS TO BE WRITTEN							650.00

**HOOD COUNTY JUVENILE BOARD
JUVENILE PROBATION PAYROLL**

Payroll from September 24 through October 7, 2012

Paid on October 12, 2012

Total Payroll - Fund 56	\$	<u>13,001.65</u>
Total Employees Paid		5

Motion Made by Board Member

Don Valley, Jr.

To ratify Payroll as presented.

Seconded by Board Member

Samuel Cochran

All voted AYE, motion carried.

Approved this 17th day of October, 2012

Juvenile Probation Director

Beth Pat, USA

Treasurer

Kathy Davis

Auditor

Stan Morrison



HOOD COUNTY PERSONNEL AND RISK MANAGEMENT

THE ATTACHED PERSONNEL CHANGES HAVE BEEN APPROVED BY THE JUVENILE BOARD ON
OCTOBER 17, 2012


PERSONNEL DIRECTOR


AUDITOR


COUNTY JUDGE


DISTRICT JUDGE


JUVENILE PROBATION DIRECTOR

COUNTY COURT AT LAW JUDGE

Granbury Regional Juvenile Justice Center

Quarterly Behavioral Management Profile

Calendar Year 2012

Post-Ajudicated Residential Placements

Pre - 22
Post - 52

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
		January	February	March	April	May	June	July	August	September	October	November	December
1	Serious Incidents	3	1	3	4	2	4	2	0	1			
2	Resident Injuries	0	0	0	0	0	0	0	0	0			
3	Staff Injuries	0	2	2	0	0	0	1	0	0			
4	Physical Restraints	8	13	16	20	13	19	20	14	34			
5	Mechanical Restraints	3	11	6	5	6	11	10	9	17			
6	Moderate Risk (Self Harm/Suicide)	3	2	6	4	5	18	14	20	11			
7	High Risk (Actual Suicide Attempt)	0	0	0	0	1	0	0	0	0			

Pre-Ajudicated Placements

		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
		January	February	March	April	May	June	July	August	September	October	November	December
1	Serious Incidents	0	1	0	0	2	0	3	4	2			
2	Resident Injuries	0	0	0	0	0	0	0	0	0			
3	Staff Injuries	0	0	0	1	0	0	0	0	0			
4	Physical Restraints	0	0	2	3	8	2	9	9	9			
5	Mechanical Restraints	0	0	0	2	1	2	4	0	4			
6	Moderate Risk (Self Harm/Suicide)	2	2	0	1	4	2	5	10	7			
7	High Risk (Actual Suicide Attempt)	0	0	0	0	0	0	0	1	0			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Luhn-McCain Insurance Agency 332 W. Sunset Road, Suite 3 San Antonio TX 78209		CONTACT NAME: Sissy Hughey PHONE (A/C No. Ext): (210) 822-1571 FAX (A/C No.): (210) 822-6027 E-MAIL ADDRESS: slh@luhn-mccain.com	
INSURED 4M Youth Services, Inc. 4M Granbury Youth Services, Inc. 696 N FM 487 Rockdale TX 76567		INSURER(S) AFFORDING COVERAGE INSURER A: Houston Specialty Ins. Co. INSURER B: National Liability & Fire Ins INSURER C: Ace American Insurance Co. INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL12101105689 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			S51250803	9/28/2012	9/28/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$25,000 Ded. Per Occ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			Professional Liability: \$1,000,000 Ea Claim \$1,000,000 Aggregate Sexual Misconduct Liab: \$1,000,000 Ea Claim \$1,000,000 Aggregate			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY			73APR281098	9/28/2012	9/28/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Occupational Accident Policy: \$5000D Per Occ			OCAN04946595001	12/5/2011	12/5/2012	Combined Single Limit \$1,000,000 General Pol Aggregate Limit \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Hood County Juvenile Board PO Box 2081 Granbury, YT 76048	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Marietta McCain/SLH

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 **Teresa Trusner, LMSW, ACP**, hereinafter referred to as "**Provider**".

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

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

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

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

**SECTION I
PURPOSE**

1.01 The purpose of this agreement is to make available to eligible juveniles **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol**

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

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

1.03 The **Board and Juvenile Probation** agree to purchase and **Provider** agrees to furnish, during the term of this agreement, to eligible juveniles, **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol counseling**, 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, 2011** through **August 31, 2012** 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, 2011 through August 31, 2012**. **Board** shall pay **Provider** the sum of \$ 50 per hour for Individual Counseling, \$ 100 per 2 hour group counseling, \$ 50 per hour for family

counseling, and \$50 per hour for family Drug and Alcohol 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, Group Counseling, Family Counseling and Family Drug and 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 **Individual Counseling, Group Counseling, Family Counseling and Family Drug and 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 **Individual Counseling, Group Counseling, Family Counseling and Family Drug and 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.

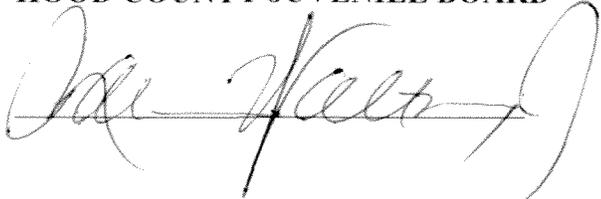
SECTION XVIII
RETENTION OF RECORDS

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 provisio

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

HOOD COUNTY JUVENILE BOARD

By: 

Date: 10-17-12

Teresa B Trusnor LCSW
Provider

By: 
Signature

Date: 9/7/12

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