

**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

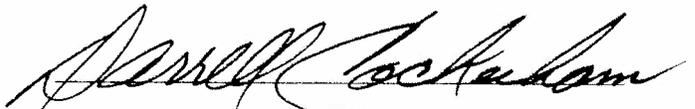
## HOOD COUNTY YOUTH SERVICES 355TH JUDICIAL DISTRICT

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Notice of the regular meeting of the **Hood County Juvenile Board** on **Wednesday, January 02, 2013 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 the contract for Residential Services with Woodward Youth Corporation and take appropriate action. (corrected name 12/27/2012)

ADJOURN

  
DARRELL COCKERHAM, COUNTY JUDGE

Notice of meeting/agenda posted at Hood County Justice Center, 1200 W. Pearl St., Granbury, Texas on Dec. ~~26~~<sup>17</sup>, 2012 by M. Sutton.

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#### 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 JANUARY 2, 2013.

REGARDING ITEM 2: MOTION MADE BY JUDGE COCKERHAM TO  
APPROVE THE MINUTES OF THE DECEMBER 19, 2012 MEETING.  
SECONDED BY JUDGE MESSINA. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 3: NO ACTION REQUIRED.

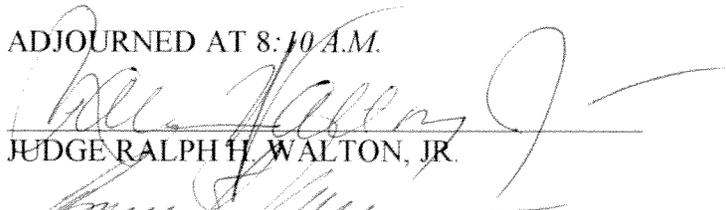
REGARDING ITEM 4: MOTION MADE BY JUDGE WALTON TO APPROVE  
PAYMENT OF THE BILLS FOR THE JUVENILE PROBATION DEPARTMENT.  
SECONDED BY JUDGE COCKERHAM. MOTION CARRIED. SEE  
ATTACHED.

REGARDING ITEM 5: MOTION MADE BY JUDGE MESSINA TO RATIFY  
PAYROLL FROM DECEMBER 3, 2012 – DECEMBER 16, 2012. SECONDED BY  
JUDGE WALTON. MOTION CARRIED. SEE ATTACHED.

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

REGARDING ITEM 7: MOTION MADE BY JUDGE WALTON TO APPROVE  
THE RESIDENTIAL SERVICES CONTRACT WITH WOODWARD YOUTH  
CORPORATION. SECONDED BY JUDGE MESSINA. 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

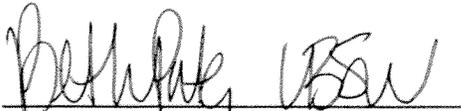
THE STATE OF TEXAS

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 2nd day of January, 2013 with the following exceptions: None

(list, if any)

CERTIFIED BY CHIEF ADMINISTRATIVE OFFICER



Beth Pate, LBSW

DATE 12/28/2012 06:58:48

ACCOUNTS PAYABLE REGISTER

ALL RECORDS FROM 01/03/2013 TO 01/03/2013 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INV#	AP DATE	PD	PO NO	AMOUNT
HOOD COUNTY SHERIFF - TRA	010-570-425	TRANSPORT TRAVEL	JUV/REIMBURSE TRANS	12/13/12	12/28/12	03	127117	53.00
MARK B DEWITT	2013 112-570-400	ATTORNEY FEES	JUV/L.P.S. COURT AP CAUSE # 1043		12/28/12	03	127116	350.00
ATTORNEY AT LAW	2013 112-570-400	ATTORNEY FEES	JUV/P.C.R. COURT AP CAUSE # 1046		12/28/12	03	127190	350.00
PO BOX 1274								700.00
GRANBURY								
PATTELLO, BROWN & HILL,	2013 010-570-408	CONTRACT SERVICES-	JUV/AUDIT		12/28/12	03	127115	3,000.00
PO BOX 20725								3,000.00
WACO								
TEXAS ASSOCIATION OF COUN	2013 010-570-207	UNEMPLOYMENT	JUV/UNEMPLOYMENT IN 1ST QR 2013		12/26/12	03		283.16
UNEMPLOYMENT FUND								283.16
PO BOX 200989								
HOUSTON								283.16

TOTAL CHECKS TO BE WRITTEN

4,036.16

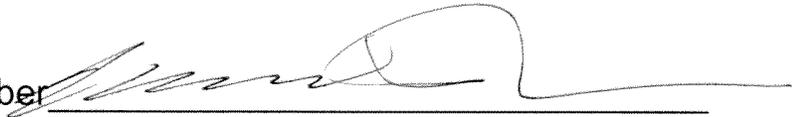
**HOOD COUNTY JUVENILE BOARD  
JUVENILE PROBATION PAYROLL**

Payroll from 12/03/12 through 12/16/12

Paid on December 21, 2012

<b>Total Payroll - Fund 56</b>	<b>\$</b>	<u>9,100.69</u>
<b>Total Employees Paid</b>		<b>5</b>

Motion Made by Board Member



To ratify Payroll as presented.

Seconded by Board Member



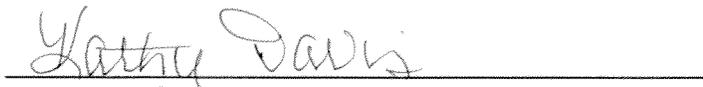
All voted AYE, motion carried.

Approved this 2nd day of January 2013

Juvenile Probation Director



Treasurer



Auditor





## HOOD COUNTY PERSONNEL AND RISK MANAGEMENT

THE ATTACHED PERSONNEL CHANGES HAVE BEEN APPROVED BY THE JUVENILE BOARD ON  
JANUARY 2, 2013

*Max Gunders / Bob Blessing*  
PERSONNEL DIRECTOR

*Stan McBeon*  
AUDITOR

*Samuel Cook*  
COUNTY JUDGE

*Alan Kaitz*  
DISTRICT JUDGE

*Beth Pate*  
JUVENILE PROBATION DIRECTOR

*[Signature]*  
COUNTY COURT AT LAW JUDGE



STATE OF TEXAS

§  
§  
§

COUNTY OF HOOD

**WOODWARD YOUTH CORPORATION  
(d.b.a. Woodward Academy)**

**Contract for Residential Services**

**January 2, 2013– September 30, 2013**

Hood County Juvenile Services, hereinafter called Placing Agent, and Woodward Youth Corporation, d.b.a. Woodward Academy, hereinafter the Service Agency, by this Agreement and in consideration of the mutual promises set forth below agree that:

I. Provisions of Service

The Service Agency agrees to provide the following services, which shall be limited to adjudicated juvenile offenders in licensed juvenile care facilities while juvenile is on Court Probation through Placing Agent:

Residential treatment, basic care, 24-hour supervision, individual and group counseling: Children and adolescents at this level of care have physical, mental and emotional needs, and behaviors that may present a low to moderate risk of causing harm to themselves or others. They require physical environments and treatment programs in which most activities are therapeutically designed to improve social, emotional and educational adaptive behavior. These children may require services, which are integrated into the residential program to assess and monitor admission, discharge, and treatment plans.

- A. For and in consideration of the above-mentioned services, Placing Agent agrees to pay the Service Agency an amount not to exceed **\$138.25** per juvenile per day for students ordered into the Community Residential program. The per diem does include quarterly Parent/Guardian/Placing Agent visits and transportation costs for Hood County Juvenile Services when transporting a new student to the Woodward Academy. This fee does not exceed the actual cost of children in the Service Agency. The Service Agency will not change the per diem cost for a particular juvenile without written acknowledgement of Placing Agent.
- B. Recognizing that part of a juvenile's rehabilitation program may include time away from the residential setting of the Service Agency such as weekends, holidays, etc., and that the Service Agency must retain space for this juvenile until his return, Placing Agent will pay the Service Agency the above-agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
- C. If a juvenile makes an unauthorized departure from the Service Agency, Placing Agent shall be notified immediately. If the juvenile returns to the Service Agency within ten (10) days or prior to the last billing day of the month, whichever shall occur

- first, the Service Agency shall receive payment for those days the juvenile was absent from the Service Agency, but not to exceed ten (10) days payment.
- D. The Service Agency is under no obligation to retain space for the juvenile in unauthorized departure situations; however, every effort should be made to reconcile the incident to both parties' satisfaction.
  - E. Payment is to be made monthly. Claim for payment will be submitted no later than ten (10) days from the last day of the month for which payment is being requested.
  - F. Each billing should contain the name of the juvenile(s) for whom payment is being requested along with the number of days (stated consecutively) for which payment is requested. Billing should begin no earlier than the Court ordered day of disposition into the program to the end of the month and the first day of the month through the last day of the month thereafter.
- II. Individual Program and Family Involvement
- A. Each juvenile placed with the Service Agency shall have a written Individualized Initial Case Plan (ICP) developed within thirty (30) days of placement and in concert with the juvenile and mutually agreed upon by the appropriate Service Agency staff and assigned probation officer. A copy of the Initial Case Plan shall be sent to the probation officer no later than the six (6) weeks after placement.
  - B. The goals of the ICP shall be reviewed jointly in writing by the appropriate Service Agency staff, the juvenile, and the assigned probation officer at reasonable intervals, not to exceed ninety (90) days, to assess the juvenile's progress with modification of the ICP being made when needed. A copy of the quarterly reassessments shall be given to the assigned probation officer.
  - C. The ICP shall contain the reasons why the placement will benefit the juvenile; shall specify behavioral goals and objectives being sought for each juvenile; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how, if at all, parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the Initial Case Plan to assist in preventing or controlling the juvenile's alleged delinquent behavior or alleged conduct indicating a need for supervision.
  - D. The Service Agency shall remain in telephone contact with the assigned probation officer regarding the juvenile's progress and provide a written report of the juvenile's progress upon request.
  - E. If a juvenile in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in a disruptive incident, the Service Agency shall notify the juvenile's probation officer or other probation staff within a twenty-four (24) hour period following the incident and ensure that parents, proper authorities, the Placing Agency, or the police are notified if appropriate. A written incident report and/or police report shall be sent to the assigned probation officer no later than five (5) working days after the occurrence.
  - F. Placing Agent reserves the right to terminate the juvenile's placement at the Service Agency at its direction. The Service Agency must not release the juvenile to any person other than the Placing Agent without the express consent of Placing Agent.
  - G. Placing Agent must approve the juvenile's participation in any furloughs, home visits, or extended agency trips.
  - H. Unless otherwise stipulated by Placing Agent, the juvenile may visit freely with parents and relatives at the Service Agency in accordance with established Service Agency policies.

- I. Suspected or alleged cases of child abuse must be immediately reported to the assigned probation officer and the Child Protection Agency of the student's home state.

### III. Examination of Program and Records

- A. The Service Agency agrees that it will permit Placing Agent to examine and evaluate its program of services provided under the terms of this Contract. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, and interviews with the staff of the Service Agency and the juvenile
- B. The Service Agency agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Placing Agent and the student's home state, books, documents, and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- C. The Service Agency agrees to maintain these Records for three (3) years after the final payment or until the state-approved audit has been made and all questions there from are resolved.
- D. Service Agent is hereby notified that State funds are used to pay for services rendered to Hill County. For this reason, Service Agent shall account separately for the receipt and expenditure of all funds received from Hood County, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. In the event of an investigation by the Texas Juvenile Probation Commission or Hood County, the Service Agent shall submit to Hood County upon request a financial audit prepared by independent certified public accountant for all services provided pursuant to this agreement.
- E. To the extent, if any provision in this Agreement is in conflict with Tex. Government Code Section 552.001 et seq., as amended (the "Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Hood County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act.

### IV. Fee Assessment

- A. Juveniles or their families shall not be assessed fees for services by the Service Agency unless the Court specifies arrangements. This does not preclude reasonable attempts to seek voluntary contributions from families of Hood County juveniles for donations of clothing, personal articles, and funds to assist in supporting a juvenile's rehabilitation.
- B. If a juvenile is eligible for fiscal support from another State agency or organization, the Service Agency shall ensure that Placing Agent is not charged for such fiscal support for which the juvenile is otherwise eligible.
- C. The Woodward Academy will be responsible for the provision and payment for all routine medical care (i.e. admission physical, dental and eye exams). Woodward Academy will be responsible for the provision of all other medical care, however payment for such other (i.e. extraordinary) medical care, e.g. surgery, x-rays, anesthesia, dental extractions, medications, eyeglasses or other corrective lenses, emergency room or other hospital stays, etc. will be made by the child's guardians, the child's guardian's medical insurance and/or Placing Agent. Placing Agency guarantees one or more of the above listed parties will be responsible for payment of such medical services to the child. The Placing Agency further agrees to provide to

Woodward Academy all pertinent information with respect to any medical insurance (State or private) or other third-party payments for which students placed at Woodward Academy may be eligible.

V. Default

- A. Placing Agency may, by written notice of default to the Service Agency, terminate the whole or any part of this Contract in any of the following circumstances:
  - 1. If the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
  - 2. If the Service Agency fails to perform any of the other provisions of this Contract, or so fails to process the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by Placing Agency in writing) after receiving notice of default.

VI. Termination

- A. This Contract may be terminated by either party by giving ten (10) days written notice to the other party hereto of the intention to terminate;
- B. Termination of the juvenile's residence with or receipt of services from the Service Agency shall occur only after notifying the assigned probation officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.
- C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of the receipt of a written copy of the decision, the non-terminating party mails or otherwise furnishes to the terminating party, a written appeal addressed to the Criminal Justice Division or its authorized representative, shall be final and conclusive, absent a showing of fraud, caprice, arbitrariness or gross error implying bad faith, in some court of competent jurisdiction

VII. Law and Venue

In any legal action arising under this Contract, the laws of the student's home state shall apply and venue shall be in the county of the Placing Agency.

VIII. Application Process

The Service Agency shall agree to accept the Placing Agency's Application for Placement of Children in Residential Care for admission review on juveniles referred from Placing Agency. Placing Agency will provide Service Agency with a report on recent physical, dental, psychological, and psychiatric examinations if required by Service Agency and any social history available to the Court.

IX. Contract Period

The Contract Period will begin on the **2<sup>nd</sup> day of January 2013**, and will terminate on the **30<sup>th</sup> day of September 2013**. This Contract shall automatically renew and extend for an additional one year period on the first day of October of each succeeding year unless County gives written notice to Service Agency not less than thirty (30) days prior to the first day of September of such succeeding anniversary. This renewal and extension is subject to the availability of funds for the contract year, to the allocation of funds to meet the terms of this Contract, and subject to the approval of the Hill County Juvenile Board. This Contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this

Contract, all dates and sums set forth herein shall be deemed modified as necessary to reflect the new and extended term of the Contract.

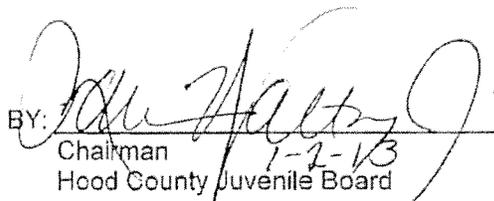
X. Miscellaneous

- A. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code Section 16.070, as amended, and any provision to the contrary is hereby deleted.
- B. Service Agency will take affirmative action to ensure that applicants are employed and treated during employment without regard to their race, religion, color, sex, national origin, age or handicap.
- C. Under Texas law, a Contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted.
- D. The parties agree that under the Constitution and laws of the State of Texas, Hood County cannot enter into an Agreement whereby Hood County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Hood County indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.
- E. Service Agency agrees that it shall adopt and implement work place guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV related medical information for employees, clients, staff and residents served by the Juvenile Probation Department.
- F. No officer, member or employee of Hood County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.
- G. Services provided under this Agreement shall be provided in accordance with all applicable State and Federal laws and regulations pertinent to the Service Agency's provision of services.
- H. Service Agency certifies compliance with all terms, provisions, and requirements of the Title VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this Contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.
- I. Service Agency certifies the pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this Contract is not ineligible to receive the specified payment(s) and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate,. The Service Agency states that it is not ineligible to receive State or Federal funds due to child support arrearages.
- J. Upon reasonable request from Hood County Juvenile Services or the Hood County District Attorney's Office, Service Provider's employees and agents who have contact with juveniles and their families or who provide program services shall testify

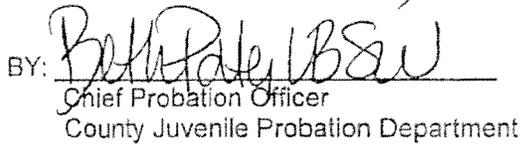
in court and shall not require a subpoena or fail to testify based upon lack of a subpoena, or residing, working, or otherwise being beyond the range of a subpoena.

HOOD COUNTY JUVENILE BOARD

WOODWARD YOUTH CORPORATION  
WOODWARD ACADEMY  
RESIDENTIAL TREATMENT PROGRAM

BY:   
Chairman  
Hood County Juvenile Board  
1-2-13

BY:   
President  
Woodward Youth Corporation  
1-3-13

BY:   
Chief Probation Officer  
County Juvenile Probation Department

**EXHIBIT A**

Daily Costs per Day	\$138.00
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