

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



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

HONORABLE DARRELL COCKERHAM  
- County Judge -  
Hood County, Texas

SHELLI BERRY  
- Chief Juvenile Probation Officer -  
PO Box 2081 • Granbury, TX 76048  
(817) 579-3273 ext 5428

## HOOD COUNTY YOUTH SERVICES 355TH JUDICIAL DISTRICT

Notice of the regular meeting of the Hood County Juvenile Board on Wednesday, September 13, 2017 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. Receive update from Lake Granbury Youth Services.
- VIII. Ratify the contract for Non-Residential Services with Gary Hively, LCDC, CART.
- IX. Ratify the contract for Residential Services with Grayson County Department of Juvenile Services for Detention and Long Term Secure Placement.
- X. Ratify the contract for Non-Residential Services with Rita Benson.
- XI. Consider and approve the 2017 - 2018 Schedule for Juvenile Board meetings.

ADJOURN

A handwritten signature in cursive script that reads "Darrell Cockerham".

DARRELL COCKERHAM, COUNTY JUDGE

Notice of meeting/agenda posted at Hood County Courthouse, 100 E. Pearl St., Granbury, Texas on SEPT. 5, 2017 by M. Sutton.

#### Notice

##### Policy of Non-Discrimination on the Basis of Disability

County of Hood does not discriminate on the basis of disability in the admission of access to, or treatment or employment in, its programs or activities. Personnel Director, Personnel and Governmental Affairs Dept. 1410 W. Pearl St., Granbury, Texas 76048, phone 817-408-3450 has been designated to coordinate compliance with the non-discrimination requirements in Section 35.107 of the Department of Justice regulations. \*Information concerning the provisions of the Americans with Disabilities Act, and the rights provided there under, is available from the Personnel Director.

Hood County Reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed, as authorized by the Texas Government Code, §551.071 (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), and §551.087 (Economic Development).

THE FOLLOWING MEMBERS WERE PRESENT:

RALPH H. WALTON, JR., DISTRICT JUDGE  
VINCENT MESSINA, COUNTY COURT AT LAW JUDGE

REGARDING ITEM 1: JUDGE WALTON CALLED THE MEETING TO ORDER AT 8:00 A.M. ON THE AFORSAID DATE OF SEPTEMBER 13, 2017.

REGARDING ITEM 2: MOTION MADE BY JUDGE MESSINA TO APPROVE THE MINUTES OF THE AUGUST 16, 2017 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 MESSINA. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 5: MOTION MADE BY JUDGE MESSINA TO RATIFY PAYROLL FROM AUGUST 7, 2017 - AUGUST 20, 2017 AND FROM AUGUST 21, 2017 - SEPTEMBER 3, 2017. SECONDED BY JUDGE WALTON. 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: STEVE PARKER, PROGRAM DIRECTOR FOR LAKE GRANBURY YOUTH SERVICES GAVE A MONTHLY UPDATE.

REGARDING ITEM 8: MOTION MADE BY JUDGE WALTON TO RATIFY THE CONTRACT FOR NON-RESIDENTIAL SERVICES WITH GARY HIVELY, LCDC, CART. SECONDED BY JUDGE MESSINA. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 9: MOTION MADE BY JUDGE MESSINA TO RATIFY THE CONTRACT FOR RESIDENTIAL SERVICES WITH GRAYSON COUNTY DEPARTMENT OF JUVENILE SERVICES. SECONDED BY JUDGE WALTON. MOTION CARRIED. SEE ATTACHED.

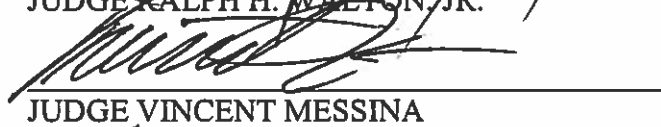
REGARDING ITEM 10: MOTION MADE BY JUDGE WALTON TO RATIFY THE CONTRACT FOR NON-RESIDENTIAL SERVICES WITH RITA BENSON. SECONDED BY JUDGE MESSINA. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 11: MOTION MADE BY JUDGE MESSINA TO APPROVE  
THE 2017 - 2018 SCHEDULE FOR JUVENILE BOARD MEETINGS. SECONDED  
BY JUDGE WALTON. MOTION CARRIED. SEE ATTACHED.

ADJOURNED AT 8:12 A.M.



JUDGE RALPH H. WALTON, JR.



JUDGE VINCENT MESSINA



JUDGE DARRELL COCKERHAM

CERTIFICATION FOR THE PAYMENT OF BILLS

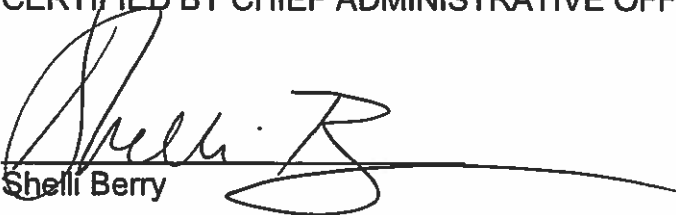
THE STATE OF TEXAS

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 13th day of September, 2017 with the following exceptions: None.

(list, if any)

CERTIFIED BY CHIEF ADMINISTRATIVE OFFICER

  
Shelli Berry



Hood County, TX

# Check Register

Packet: APPKT02181 - 9/13/17 JUVENILE PROBATION

By Vendor Name

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: GEN DISB-GENERAL DISBURSEMENT</b>						
118324	3M ELECTRONIC MONITORING, INC.	09/06/2017	Regular	0.00	339.12	
109022	DUE TO GEN FUND - INDIGENT DEF	09/06/2017	Regular	0.00	2,700.00	
109786	GARY HIVELY	09/06/2017	Regular	0.00	1,285.00	
100459	H & H PRINTING	09/06/2017	Regular	0.00	75.00	
110163	INHEALTH RECORD SYSTEMS	09/06/2017	Regular	0.00	101.25	
107595	JP MORGAN CHASE BANK, NA	09/06/2017	Regular	0.00	44.95	
109726	LUKAS A. LAWRENCE	09/06/2017	Regular	0.00	200.00	
106740	MARK PILAND	09/06/2017	Regular	0.00	850.00	
118703	MCARTHUR & BOEDEKER, ATTORNE	09/06/2017	Regular	0.00	1,000.00	
109876	NESTLE WATERS NORTH AMERICA	09/06/2017	Regular	0.00	22.15	
105838	REDWOOD TOXICOLOGY LABORATC	09/06/2017	Regular	0.00	152.40	
101266	RICHARD L. HATTOX	09/06/2017	Regular	0.00	650.00	
103003	TEXAS ASSOCIATION OF COUNTIES	09/06/2017	Regular	0.00	693.50	
100115	WAL-MART COMMUNITY BRC	09/06/2017	Regular	0.00	18.43	

**Bank Code GEN DISB Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	17	14	0.00	8,131.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>17</b>	<b>14</b>	<b>0.00</b>	<b>8,131.80</b>

**HOOD COUNTY JUVENILE BOARD  
JUVENILE PROBATION PAYROLL**

Payroll from August 07 through August 20, 2017

Paid on August 25, 2017

<b>Total Payroll - Fund 56</b>	<b>\$</b>	<u>8,794.81</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 13th day of September 2017

Juvenile Probation Director 

Treasurer 

Auditor 

**HOOD COUNTY JUVENILE BOARD  
JUVENILE PROBATION PAYROLL**

Payroll from August 21 through September 03, 2017

Paid on September 08, 2017

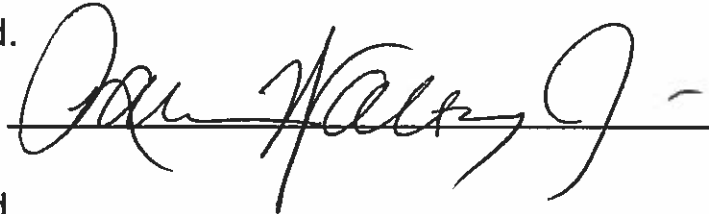
<b>Total Payroll - Fund 56</b>	<b>\$</b>	<b><u>12,049.79</u></b>
<b>Total Employees Paid</b>		<b>5</b>

Motion Made by Board Member



To ratify Payroll as presented.

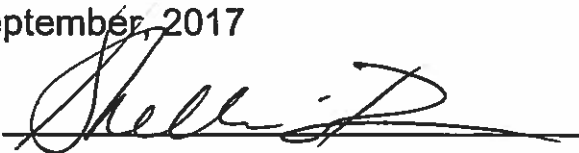
Seconded by Board Member



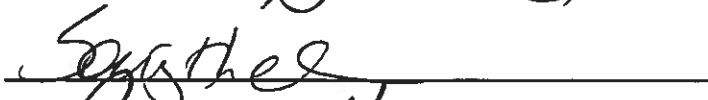
All voted AYE, motion carried.

Approved this 13th day of September, 2017

Juvenile Probation Director



Treasurer



Auditor






## HOOD COUNTY PERSONNEL AND RISK MANAGEMENT

THE ATTACHED PERSONNEL CHANGES HAVE BEEN APPROVED BY THE JUVENILE BOARD ON  
SEPTEMBER 13, 2017

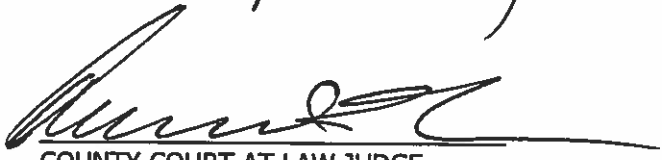
  
\_\_\_\_\_  
PERSONNEL DIRECTOR

  
\_\_\_\_\_  
AUDITOR

\_\_\_\_\_  
COUNTY JUDGE

  
\_\_\_\_\_  
DISTRICT JUDGE

  
\_\_\_\_\_  
JUVENILE PROBATION DIRECTOR

  
\_\_\_\_\_  
COUNTY COURT AT LAW JUDGE



Juvenile Board  
 Changes For  
 September 13, 2017

Salary Changes	Effective Date	From	To	Increase	Annual Salary	Next Review Date	Employee #
Anna Ballew, Juvenile Probation Officer	9/1/2017	1,522.35	1,568.02	45.67	40,768.52	9/1/2018	056-410-948
Shelli Berry, Juvenile Probation Director	9/1/2017	1,414.00	1,456.42	42.42	37,866.92	9/1/2018	056-410-222
Akasha Lira, Juvenile Probation Officer	9/1/2017	1,385.00	1,426.55	41.55	37,090.30	9/1/2018	056-410-891
Terrie Parker, Juvenile Prob. Office Manager	9/1/2017	1,919.31	1,976.89	57.58	51,399.14	9/1/2018	056-410-858
LaShae Pendleton, Juvenile Probation Officer	9/1/2017	1,468.62	1,512.67	44.05	39,329.42	9/1/2018	056-410-255
<b>Terminations</b>							
None							
<b>New Hires</b>							
None							
<b>Comp Time in Excess of 50 hours as of 9/3/2017</b>							
None							
<b>Comp Time Liability as of 9/3/2017</b>		<b>From</b>	<b>To</b>				
Juvenile Probation Fund 056		501.33	330.30				
<b>Total Liability</b>		<b>From</b>	<b>To</b>	<b>Difference</b>			
<b>Fund</b>	<b># Employees</b>	<b># Employees</b>					
Juvenile Probation Department	5	5		0			
<b>Additional Information</b>							
Anna Ballew, Juvenile Probation Officer, Annual Increase							
Shelli Berry, Juvenile Probation Director, Annual Increase							
Akasha Lira, Juvenile Probation Officer, Annual Increase							
Terri Parker, Office Manager, Annual Increase							
LaShae Pendleton, Juvenile Probation Officer, Annual Increase							

THE STATE OF TEXAS           §  
  §  
COUNTY OF HOOD             §

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

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

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

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

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

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

**SECTION I  
PURPOSE**

**1.01**           The purpose of this agreement is to make available to eligible juveniles **Individual Counseling**. This program and service is being established by the **Board** and **Juvenile Probation** to meet the mandates of the Federal Juvenile Justice and Delinquency Prevention Act which is

## **II. FACILITY OBLIGATIONS**

1. Develop and meet a treatment protocol that has been prescribed by the respondent's psychological or mental health evaluation;
2. The child shall attend academic classes assigned through the Sherman Independent School District;
3. Each resident shall receive specialized services, as indicated, in substance abuse, trauma informed care treatment for sexual offender or as assigned.
4. The child will receive case management services including individualized case/school/treatment plan, team treatment coordination, family and post-placement planning as initiated by the juvenile court or sending juvenile department.
5. Clients will receive a highly structured level of supervision.
6. A written Individualized Case Plan shall be developed by the appropriate facility staff in concert with the child, parent and/or juvenile probation officer.
7. Routine medical and dental services as determined in this written Agreement.
8. Structured and supervised physical training activities.
9. Formalized behavior programs and therapeutic interventions implemented by professional and paraprofessional staff under the direct supervision of professional staff.
10. Conformance to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for the operation of secure pre- and post-adjudication facilities.
11. A staff-to-child ratio as governed by TJJD certification standards and PREA guidelines.
12. Procedures ensuring the child is not released to any person or agency other than Hood County.

## **III. EXAMINATION OF PROGRAM AND RECORDS**

The Facility agrees that Hood County may examine and evaluate its program of services provided under the terms of this contract and review the Facility records relating to Hood County clients. This examination, evaluation and review may include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Facility and the child.

The facility has been duly inspected and certified as being suitable for post-adjudication of

juveniles by the Grayson County Juvenile Board and the Board has approved the programs, policies and procedures under which the facility is managed. The facility is registered and monitored by the Texas Juvenile Justice Department.

The Facility agrees to maintain and make available for inspection, audit or reproduction books, documents and other evidence pertaining to the cost and expenses of this contract, hereinafter called the Records, by an authorized representative of Hood County and/or the State of Texas.

The Facility agrees to maintain these Records for seven (7) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

#### **IV. CERTIFICATE OF ELIGIBILITY TO RECEIVE STATE FUNDS**

Under Section 231.006, Family Code, Grayson County certifies that it is not ineligible to receive state grants or loans and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The Facility shall adhere to all applicable state and federal laws and regulations pertinent to the Facility's provision of services.

The Facility shall account separately for the receipt and expenditure of any and all funds received under this contract.

#### **V. PRIVATE SERVICE PROVIDERS**

In any contract with a private service provider to provide services to the clients under this contract Grayson County will require, in accordance with Texas Human Resource Code, Sec. 141.050(a), such contract to include, (1) clearly defined contract goals, outputs, and measurable outcomes that relate directly to program objectives; (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

Grayson County will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service to Clients.

**VI. COMPENSATION**

Grayson County shall charge a daily contract rate to Hood County which is determined by the Texas Juvenile Justice Department residential reimbursement program. The current FY2018 contract rate for all services is as follows:

<b>Pre-Adjudication daily rate</b>	\$143.00
Placement preparation package (MH Evaluation, TB Testing, Physical & Dental	\$500.00
<b>Post-Adjudication Daily rates</b>	
TJJD Diversion Placements *	\$189.00
County Placements Specialized	\$162.30
County Placements Moderate	\$152.00
<b>Additional Services in Post-adjudication:</b>	
Psychological	\$750
Medical Services	Cost
Dental Services	Cost

\*Please call, will depend on need of resident

In no event, however, shall the monthly FY2018 contract rate cost to Hood County exceed Grayson County's actual cost per day per child in operating the Facility.

Hood County agrees to pay Grayson County the monthly FY2018 contract rate cost from current revenues. The Grayson County Department of Juvenile Services shall submit an invoice to Hood County within ten (10) days after each billing period. Hood County agrees to submit payment to:

**Grayson County Department of Juvenile Services  
86 Dyess  
Denison, Texas 75020**

All payments are due within thirty (30) days after receipt of the invoice.

**VIII. EMERGENCY MEDICAL, DENTAL OR PSYCHOLOGICAL TREATMENT OF CHILD**

Hood County and Grayson County agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the facility by Hood County the administrator or designee of the facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of Hood County

Hood County agrees to promptly pay for any and all emergency examinations, hospitalization, psychiatric, and/or psychological treatment including medications directly to Grayson County for such care. Hood County agrees subject to the Texas Tort Claims Act, to indemnify and hold harmless the Facility, Grayson County, its officials and employees, for any liability or for charges incurred for emergency medical examination, hospitalization and/or

psychological treatment required for a child placed in the Facility.

The Facility administrator shall notify Hood County of such an emergency within 24 (twenty-four) hours of its occurrence or as soon thereafter as practical, but in no event later than three (3) working days.

## VII. PLACEMENT OF CHILDREN

Prior to transporting a child to the Facility for placement Hood County officials requiring and authorizing placement shall secure from the Facility a written letter of acceptance regarding said child. Placement of a child from Hood County may be denied if (1) the child is found not to be suitable for placement in the facility or (2) space limitations do not permit such placement as may be determined in the sole judgment of the Facility Administrator.

Children from Hood County who are adjudicated in accordance with the provision of the Texas Family Code, Title 3, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Hood County or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission. No child admitted to the Facility under this agreement shall be detained in violation of any state or federal law. Grayson County hereby notifies Hood County and its officials, agents and employees, that Grayson County fully complies with the mandates of the Federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Hood County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Grayson County.

Each child placed in the Facility shall be required to follow the rules and regulations of conduct as determined by the administrator and staff of the Facility.

The Grayson County Juvenile Board agrees that the Facility will accept any child qualified hereunder to be admitted, without regard to such child's religion, race, creed, color, sex, or national origin.

If a child is accepted by the Facility from Hood County and such child thereafter is found to be, in the sole judgment of the Grayson County Facility administrator, mentally unfit, dangerous, or unmanageable and/or whose mental or physical condition could or might endanger other occupants, including but not limited to the staff or other residents of the Facility, the administrator shall, upon notification to the Hood County Juvenile Court Judge or designated juvenile office, have said child immediately removed and transported from the Facility by a juvenile probation, detention officer or transport officer of Hood County. If Hood County fails to remove such child within 24 hours of said notification, Grayson County shall transport said child to Hood County Juvenile Court Judge or designated juvenile official and Hood County shall reimburse Grayson County for such at the rate of \$25.00 per hour of time spent in transport, including but not limited to the return trip and actual time spent in Hood County plus mileage at the highest current rate allowed under Texas state law for reimbursement to state employees.

It is agreed by the parties hereto that children placed in the Facility under the proper order of a court exercising juvenile jurisdiction in Hood County shall remain detained therein except that the staff of either the Facility or the Hood County Juvenile Department may have the child participate in community activities.

It is expressly understood and agreed by the parties that the Juvenile Court of Grayson County, Texas shall not exercise any direct authority over a child placed at the Facility pursuant to this agreement.

It is agreed by the parties hereto that nothing in this contract shall be construed to permit Hood County, its agents, officials or employees of Cooke, Fannin and Grayson County Juvenile Facility in any way to manage, control, direct or instruct the Cooke, Fannin and Grayson County Juvenile Facility, its agents, officials or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the Facility.

Hood County warrants that all children placed in the Facility have been legally committed under state and/or federal law.

#### **VIII. STATE AUDITOR'S REVIEW**

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

#### **IX. DEFAULT**

Either party to this agreement may, by written notice of default to the defaulting party's Juvenile Board Chairman through certified mail return receipt requested, terminate in whole this Agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this Agreement.

The defaulting county shall have the right to cure such default within ten (10) days of notice of such failure or as extended by written authorization of the non-defaulting county.

#### **X. TERMINATION**

Notwithstanding any other provision in this contract, either Grayson County or Hood County may terminate the contract by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the contract thirty (30) calendar days after receipt of notice. At the end of the 30-day period, this contract shall terminate and become null and void and be of no further force or effect.





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

In the event that any provision of this contact shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

This agreement this date executed is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing contract is a contract providing for the (1) care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice Code, Title 3, and (2) payment for such care by Hood County for such juveniles placed in the Facility by the Judge of Hood County exercising juvenile jurisdiction.

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

**XV. PRISON RAPE ELIMINATION ACT**

The Facility shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

Executed in duplicate originals this 22 day of August, 2017.

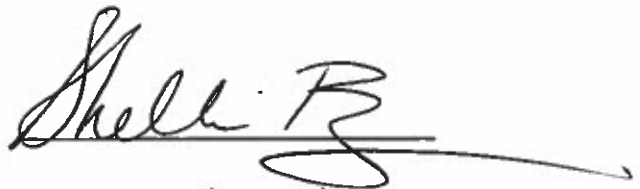
GRAYSON COUNTY  
Department of Juvenile Service

Hood County  
Juvenile Probation Department



Bill C. Bristow  
Director

Date 8/22/17



Date 8/18/17

THE STATE OF TEXAS           §  
  §  
COUNTY OF HOOD             §

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

**THIS AGREEMENT** made and entered into by and between the **HOOD COUNTY JUVENILE PROBATION BOARD**, hereinafter referred to as "**Board**", and **and Gary Hively, LCDC, CART**, hereinafter referred to as "**Provider**".

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

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

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

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

**SECTION I  
PURPOSE**

**1.01**           The purpose of this agreement is to make available to eligible juveniles **Individual Counseling**. This program and service is being established by the **Board** and **Juvenile Probation** to meet the mandates of the Federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

**1.02**           A standard condition of funding by the CJD is that availability of contracts to

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

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

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

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

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

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

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

Provider is prohibited from subcontracting with other providers in association with this agreement.

**SECTION II**  
**TERM**

**2.01** Term of this agreement is from **September 1, 2017** through **August 31, 2018**, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

**SECTION III**  
**TERMINATION**

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

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

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

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

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

**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, 2017 through August 31, 2018**. **Board** shall pay **Provider** the sum of \$ 55.00 per hour for Individual Counseling, \$ 55.00 per hour for family counseling, \$ 55.00 per hour individual/family assessment and \$ 155.00 per session for group sessions. There will also be a charge of \$25.00 for failing to show for appointment.

**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 (5<sup>th</sup>) 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.

state agencies and political subdivisions in the usual course of business and/or those required by law.

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

#### **SECTION VI SERVICES PROVIDED**

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

#### **SECTION VII LOCATION**

7.01 It is understood and agreed by the parties that **Individual and Family 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 (5<sup>th</sup>) of the following month in which psychotherapy services were rendered.

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

#### **SECTION IX**

## DATA PRIVACY

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

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

## SECTION X ASSIGNMENTS

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

## SECTION XI

### INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

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

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

**SECTION XII**  
**SEVERABILITY**

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

**SECTION XIII**  
**ENTIRE AGREEMENT: REQUIREMENT OF A WRITING**

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

**SECTION XIV**  
**SERVICES NOT PROVIDED FOR**

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



**SECTION XV**  
**WAIVER OF BREACH OR DEFAULT**

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

**SECTION XVI**  
**COMPLIANCE WITH LAWS AND REGULATIONS**

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

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

**SECTION XVII**  
**PROVIDER ELIGIBILITY**

**17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts.** In accordance with Section 231.066 of the Texas Family Code, the vendor  
Non-Residential Contract 08/23/17

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

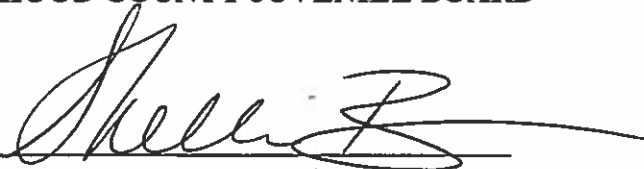
**SECTION XVIII**  
**RETENTION OF RECORDS**

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

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

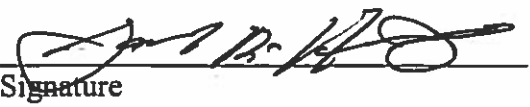
**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the dates written below.

**HOOD COUNTY JUVENILE BOARD**

By: 

Date: 8/24/17


GARY B. FINELY  
Provider

By:   
Signature

Date: 8-23-17

**AUDITOR'S CERTIFICATE**

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

  
\_\_\_\_\_  
Becky Kidd, County Auditor

**2017 - 2018 JUVENILE BOARD COURT DATE**

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