

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



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

HONORABLE RON MASSINGILL
- County Judge -
Hood County, Texas

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

HOOD COUNTY YOUTH SERVICES 355TH JUDICIAL DISTRICT

Notice of the regular meeting of the Hood County Juvenile Board on Tuesday, February 12, 2019 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:

Agenda

- I. Call to order
- II. Approve minutes from previous meeting(s).
- III. Review requests for budget line item amendments and consider for approval.
- IV. Consider payment of invoices for the period January 17, 2019 through February 6, 2019 and take appropriate action. February 12, 2019 Expenditures: \$16,664.33.
- 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 Psychotherapy Services and Yokefellows.
- IX. Ratify the contract for Residential Services with Collin County Juvenile Probation Department.

ADJOURN



RON MASSINGILL, COUNTY JUDGE

Notice of meeting/agenda posted at Hood County Courthouse, 100 E. Pearl St., Granbury, Texas, on Tuesday, February 7, 2019 at 3:00pm by A. West

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 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 Juvenile Board 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), subsection 551.071(2) (Consultation with Attorney on legal matters that are not related to litigation), §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
RON MASSINGILL, COUNTY JUDGE

REGARDING ITEM 1: JUDGE WALTON CALLED THE MEETING TO ORDER AT 8:00 A.M. ON THE AFORESAID DATE OF FEBRUARY 12, 2019.

REGARDING ITEM 2: MOTION MADE BY JUDGE MESSINA TO APPROVE THE MINUTES OF THE JANUARY 22, 2019 MEETING. SECONDED BY JUDGE MASSINGILL. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 3: NO ACTION REQUIRED.

REGARDING ITEM 4: MOTION MADE BY JUDGE MASSINGILL 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 WALTON TO RATIFY PAYROLL FROM JANUARY 7, 2019 - JANUARY 20, 2019. SECONDED BY JUDGE MASSINGILL. MOTION CARRIED. SEE ATTACHED.
MOTION MADE BY JUDGE WALTON TO RATIFY PAYROLL FROM JANUARY 21, 2019 - FEBRUARY 3, 2019. SECONDED BY JUDGE MESSINA. MOTION CARRIED. SEE ATTACHED.

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

REGARDING ITEM 7: STEVE PARKER, PROGRAM DIRECTOR FOR LAKE GRANBURY YOUTH SERVICES GAVE A MONTHLY UPDATE.

REGARDING ITEM 8: PLACED ON THE AGENDA IN ERROR.

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


ADJOURNED AT 8:10 A.M.



JUDGE RALPH H. WALTON, JR.



JUDGE VINCENT MESSINA



JUDGE RON MASSINGILL

CERTIFICATION FOR THE PAYMENT OF BILLS

THE STATE OF TEXAS

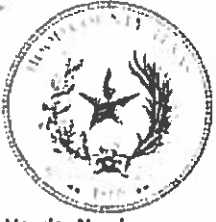
COUNTY OF HOOD

To certify the authorization for payment of bills as presented and made a part of the minutes of Hood County Juvenile Board on this 12th day of February, 2019 with the following exceptions: None.

(list, if any)

CERTIFIED BY CHIEF ADMINISTRATIVE OFFICER

Jenice Bahr for Shelli Berry
Shelli Berry



Hood County, TX

Check Register

Packet: APPKT03130 - 02/12/19 JUVENILE PRO

By Vendor Nam

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GEN DISB-GENERAL DISBURSEMENT						
018324	ATTENTI US, INC	02/06/2019	Regular	0.00	288.88	
009022	DUE FROM GEN FUND - INDIGENT C	02/06/2019	Regular	0.00	850.00	
008475	EXPRESSWAY CAR CARE LLC	02/06/2019	Regular	0.00	40.95	
009786	GARY HIVELY	02/06/2019	Regular	0.00	357.50	
000459	H & H PRINTING	02/06/2019	Regular	0.00	46.00	
000018	MARK DEWITT	02/06/2019	Regular	0.00	200.00	
006740	MARK PILAND	02/06/2019	Regular	0.00	650.00	
010153	RITE OF PASSAGE, INC.	02/06/2019	Regular	0.00	13,954.12	
009038	XEROX CORPORATION	02/06/2019	Regular	0.00	276.88	

Bank Code GEN DISB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	10	9	0.00	16,664.33
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
	10	9	0.00	16,664.33

**HOOD COUNTY JUVENILE BOARD
JUVENILE PROBATION PAYROLL**

Payroll from January 7, 2019 through January 20, 2019

Paid on January 25, 2019

Total Payroll - Fund 56	\$	<u>9,485.77</u>
Total Employees Paid		5

Motion Made by Board Member Judge Watton

To ratify Payroll as presented.

Seconded by Board Member Judge Massingill

All voted AYE, motion carried.

Approved this 12th day of February, 2019

Juvenile Probation Director Terina Parker for Shelli Benz

Treasurer Leigh A. McCoy

Auditor Rebecca Kidd

**HOOD COUNTY JUVENILE BOARD
JUVENILE PROBATION PAYROLL**

Payroll from January 21, 2019 through February 3, 2019

Paid on February 8, 2019

Total Payroll - Fund 56	\$	<u>12,451.12</u>
Total Employees Paid		5

Motion Made by Board Member Judge Walton

To ratify Payroll as presented.

Seconded by Board Member Judge Messina

All voted AYE, motion carried.

Approved this 12th day of February, 2019

Juvenile Probation Director Jennie Parks for Shelli Berg

Treasurer Leigh A. McEoy

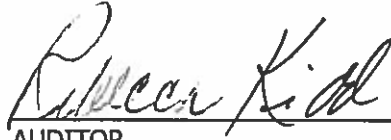
Auditor Rebecca Kidd



HOOD COUNTY PERSONNEL AND RISK MANAGEMENT

THE ATTACHED PERSONNEL CHANGES HAVE BEEN APPROVED BY THE JUVENILE BOARD ON
FEBRUARY 12, 2019.

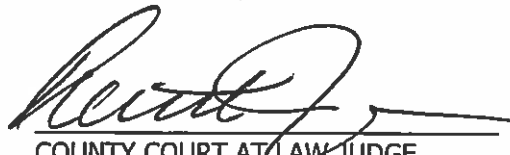

PERSONNEL DIRECTOR


AUDITOR


COUNTY JUDGE


DISTRICT JUDGE


JUVENILE PROBATION DIRECTOR


COUNTY COURT AT LAW JUDGE

STATE OF TEXAS

COUNTY OF COLLIN

**CONTRACT FOR RESIDENTIAL SERVICES
JUVENILE POST ADJUDICATION FACILITY
JOHN R. ROACH JUVENILE DETENTION CENTER
COLLIN COUNTY SEX OFFENDER TREATMENT PROGRAM**

This agreement is made by and entered into and between the Collin County Juvenile Probation Department, acting through the Collin County Juvenile Board, by its duly authorized representative, and the Hood County Juvenile Probation Department, acting through the Hood County Juvenile Board by its duly authorized Chairman or its representative and thus being for the provision of specialized residential sex offender treatment services as defined and described below and in any attachment hereto.

WITNESSETH

WHEREAS, the Collin County Juvenile Probation Department and the Collin County Juvenile Board operate the Collin County Post Adjudication Facility (hereinafter referred to as Facility); and

WHEREAS, Hood County Juvenile Probation Department, in order to carry out and conduct its juvenile program in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, has need of the use of the Facility located in Collin County, Texas and operated under the authority of the Collin County Juvenile Board to house and maintain children (hereinafter referred to as child or client or student) of juvenile age, for post-adjudication confinement; and

WHEREAS, the Collin County Juvenile Probation Department desires to make the Facility available to the Hood County Juvenile Probation Department for such use and purpose, and the Hood County Juvenile Probation Department desires to contract for the use of said Facility; and

WHEREAS, the parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Tex. Rev. Civ. Stat).

NOW, THEREFORE, in consideration of the mutual agreements, promises, and covenants herein contained, the parties agree as follows:

TERMS

The terms of this agreement shall be from the effective date of 01-17-19 to 01-16-20. It may thereafter be renewed annually at the discretion of the Collin County Juvenile Board and Hood County Juvenile Board.

FACILITY GOALS

Attached are the Collin County Juvenile Sex Offender Program Mission Statement, Essential Components of Treatment and Treatment Format.

FACILITY OBLIGATIONS

Facility shall provide the following to achieve the stated goals:

1. Clients will receive a highly structured level of supervision as reflected by at a minimum, documented 15-minute room checks and direct monitoring or supervision in all programming.
2. A written Individual Program Plan (IPP) shall be developed by the appropriate Facility staff in concert with the child, parent and/or court officer.
3. Routine medical and dental services as determined in this written Agreement.
4. Structured and supervised physical training activities.
5. Access to free, appropriate public education and related services through the local public school district in Collin County and within guidelines state and federal law.
6. Therapeutic intervention within the milieu designed to improve the child's functioning.
7. Formalized behavior programs and therapeutic interventions implemented by professional and paraprofessional staff under the direct supervision of professional staff.
8. A staff-to-child ratio as governed by certification standards.
9. Conformance to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for the operation of secure post-adjudicated facilities.
10. Procedures ensuring the child is not released to any person or agency other than Hood County Juvenile Probation Department.
11. The facility will provide monthly written reports to Hood County Juvenile Probation Department within ten (10) working days of each completed month.

EXAMINATION OF PROGRAM RECORDS

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

The Facility shall provide such descriptive information on children in the Facility as requested on forms provided by Hood County Juvenile Probation 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 authorized representative of Hood County Juvenile Probation Department and/or the State of Texas.

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

CERTIFICATION OF ELIGIBILITY TO RECEIVE STATE FUNDS

Under section 231.006, Family Code, the Collin County Juvenile Probation Department 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 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 and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds.

PRIVATE SERVICE PROVIDERS

In any contract with a private service provider to provide services to the clients under this contract, the Collin County Juvenile Probation Department will require, in accordance with Texas Human Resource Code, Sect. 141.005 (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.

The Collin County Juvenile Probation Department 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 Clients.

COMPENSATION

The Collin County Juvenile Probation Department shall charge a FY2019 contract rate of \$197.60 per day that child is being provided inpatient services, as set out under Progressive Sanction Level V funding criteria for Sex Offender Treatment (Specialized). Any and all medication needs as determined by the appropriate medical and/or dental practitioner will be billed according to the established bill of sale by the applicable vendor, when and where applicable.

The Collin County Department of Juvenile Services shall submit an invoice to Hood County Juvenile Probation Department within (10) days after each billing period. Hood County Juvenile Probation Department agrees to submit payment to the Collin County Juvenile Probation Department within thirty (30) days after receipt of the invoice.

EMERGENCY MEDICAL OR DENTAL TREATMENT OF CHILD

Hood County Juvenile Probation Department and the Collin County Juvenile Probation Department agree that if emergency examination, hospitalization and/or treatment outside the Facility is required for a child placed in the Facility by Hood County Juvenile Probation Department, the administrator of the Facility is authorized to secure such emergency examination, hospitalization and/or treatment at the expense of the parent, and or insurance company or Hood County Juvenile Probation department be billed for the same.

The Facility administrator or designee shall notify Hood County Juvenile Probation Department immediately of such an emergency and no later than 24 (twenty-four) hours of its occurrence.

PRISON RAPE ELIMINATION ACT (PREA)

Pursuant to 28 CFR, Part 115, section 115.312 (Standards for Juvenile Facilities), the Service Provider, if providing services in a secure correctional facility under this contract, shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act. At least once during the three-year period beginning on August 20, 2013 and at least once during each three-year period thereafter, Service Provider shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to CONTRACTOR upon request. The Collin County Juvenile Probation Department certifies the FACILITY is PREA compliant. PREA Audit Report: July 17, 2017.

Under PREA, Service Provider agrees to make available all incident-based aggregated data for all allegations of sexual abuse at the facility, and all such data may be requested by the Department of Justice from the previous calendar pursuant to PREA section 115.387 (e) and (f).

DUTY TO REPORT

Pursuant to the Texas Family Code and the Texas Administrative Code governing such Facilities, the Facility shall report any allegations or incidents of abuse, exploitation, or neglect of any child.

The Facility shall report allegations or incidents of abuse, exploitation, or neglect of any child alleged to have occurred outside or inside the Facility as outlined in applicable law to all of the following:

1. Texas Department of Family and Protective Services (DFPS);
2. Local law enforcement of jurisdiction;
3. The Texas Juvenile Justice Department;
4. Hood County Chief Probation Officer, on-call officer, or designee

DEFAULT

Either party to this agreement may, by written notice of default to the defaulting party's Chief Juvenile Probation Officer and/or 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 juvenile probation department 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 juvenile probation department.

TERMINATION

Notwithstanding any other provision in this contract, either the Collin County Juvenile Probation Department or Hood County Juvenile Probation Department 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 thirty (30) days period, this contract shall terminate and become null and void and be of no further force or effect.

After receipt of notice of termination, Hood County Juvenile Probation Department shall remove child(ren) placed in the Facility on or before the termination date.

NOTICES

All notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To Collin County: Collin County Juvenile Probation Department
Attn: H. Lynn Hadnot, Director
4690 Community Ave., Suite 100
McKinney, Texas 75071

To Hood County: Hood County Juvenile Probation Department
Attn: Shelli Berry, Director
1300 W. Pearl Street
Grandbury, Texas 76048

The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provide.

OFFICIALS NOT TO BENEFIT

No official, member, or employee of the Collin County Juvenile Probation Department or Hood County Juvenile Probation Department and no member of their governmental bodies, and no other public officials of the Collin County Juvenile Board or the Hood County Juvenile Board who exercise any function 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 personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or official of the State of Texas shall be allowed any share or part of this contract, or any benefit that may arise there from.

The Collin County Juvenile Board agrees to insert this clause. **OFFICIALS NOT TO BENEFIT** into all subcontracts entered into in the performance of the work assigned by this agreement.

VENUE

The law of the State of Texas shall govern this agreement and venue of any dispute or matter arising under this agreement shall lie in Collin County.

INTERPRETATION OF CONTRACT

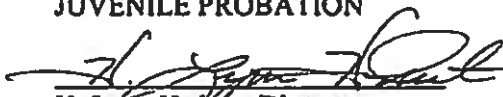
In the event that any provision of this contract shall be held illegal or unenforceable, such provision shall be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

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 provision of the Juvenile Justice Code, Title 3, and (2) payment for the such care by Hood County Juvenile Probation Department 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.


Executed in duplicate originals this 17th day of January, 2019.

**COLLIN COUNTY
JUVENILE PROBATION**


H. Lynn Hadnot, Director

01 / 17 / 19
Date

**HOOD COUNTY
JUVENILE PROBATION**


Shelli Berry, Director

1 / 17 / 19
Date