

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Steve Gant

TODAY'S DATE: 8/25/2022

DEPARTMENT: Juvenile Services

SIGNATURE OF DEPARTMENT HEAD: _____

REQUESTED AGENDA DATE: 9/12/2022

SPECIFIC AGENDA WORDING:

Consideration of Contract for Residential Services Juvenile Post Adjudication Facility
John R. Roach Juvenile Detention Center Collin County Post-Adjudication Summit Program.

COMMISSIONERS COURT

SEP 12 2022

Approved

PERSON(S) TO PRESENT ITEM:

Cristy Malott

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 1 min

(Anticipated number of minutes needed to discuss item)

ACTION ITEM: ✓

WORKSHOP:

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: ✓

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS:

OTHER:

This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL:

DATE:

STATE OF TEXAS

COUNTY OF COLLIN

CONTRACT FOR RESIDENTIAL SERVICES
JUVENILE POST ADJUDICATION FACILITY
JOHN R. ROACH JUVENILE DETENTION CENTER
COLLIN COUNTY POST-ADJUDICATION SUMMIT 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 Johnson County Juvenile Probation Department, acting through the Johnson County Juvenile Board by its duly authorized Chairman or its representative and thus being for the provision of post-adjudication residential 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, Johnson 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 Johnson County Juvenile Probation Department for such use and purpose, and Johnson 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 follow:

TERMS

The terms of this agreement shall be from the effective date of 08-01-2022 to 07-30-2023. It may hereafter be renewed annually at the discretion of the Collin County Juvenile Board and Johnson County Juvenile Board.

FACILITY GOALS

Attached is the Collin County Juvenile Probation Post-Adjudication (Summit) Program Handbook, Contact Information for Parents, Orientation Information, 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 probation 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 Johnson County Juvenile Probation Department.
11. The facility will provide monthly written reports to Johnson County Juvenile Probation Department within ten (10) working days of each completed month.

EXAMINATION OF PROGRAM RECORDS

The Facility agrees that Johnson 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 Johnson 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 of the Facility and the child.

The Facility shall provide such descriptive information on children in the Facility requested on forms provided by Johnson County Juvenile Probation Department.

The Facility agrees to maintain and make available for inspection, audit documents and other evidence pertaining to the cost expenses of this contract, (hereinafter called the Records), by authorized representative of Johnson 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

Pursuant to section 231.006 of the 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 FY2023 contract rate of **\$215.00** per day that child is being provided inpatient services, as set out under Progressive Sanction Level V funding criteria for Specialized Long-Term Residential Treatment. 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.

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

EMERGENCY MEDICAL OR DENTAL TREATMENT OF CHILD

Johnson 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 Johnson 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 Johnson County Juvenile Probation Department be billed for the same.

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

MEDICATION NEEDS OF CHILD

Johnson County Juvenile Probation Department and the Collin County Juvenile Probation Department agree that if medical examination and/or medication management is required for a child placed in the Facility by Johnson County Juvenile Probation Department, the administrator of the Facility is authorized to secure such examination and medical treatment, including obtaining prescription medications ordered by applicable practitioners at the expense of Johnson County Juvenile Probation Department.

The Facility administrator or designee shall notify Johnson County Juvenile Probation Department no later than 48 (forty-eight) 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: June 15, 2019, available via departmental web-pages: https://www.collincountytexas.gov/juvenile_probation/Pages/PREA-Compliance.aspx.**

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. Johnson 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 Juvenile Probation Department's Director and/or 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 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 county.

TERMINATION

Notwithstanding any other provision in this contract, either Collin County Juvenile Probation or Johnson County Juvenile Probation Departments 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, Johnson County Juvenile Probation Department shall remove child 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 Dept.
Attn: H. Lynn Hadnot, Director
4690 Community Ave., Suite 100
McKinney, Texas 75071

To Johnson County: Johnson County Juvenile Probation Dept.
Attn: Cristy Malott, Director
1102 E. Kilpatrick, Suite C
Cleburne, Texas 76031

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 Johnson County Juvenile Probation Departments and no member of their governmental bodies, and no other public officials of the Collin County and Johnson County Juvenile Boards 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 of pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

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, Texas.

INTEPRETATION OF CONTACT

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

The 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 such care by Johnson County Juvenile Probation Department for such juveniles placed in the Facility by the Judge of Johnson 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 12th day of July, 2022.

COLLIN COUNTY
JUVENILE PROBATION

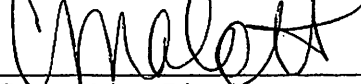


H. Lynn Hadnot, Director

July 12, 2022

Date

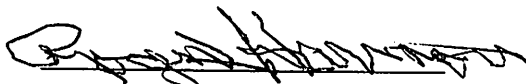
JOHNSON COUNTY
JUVENILE PROBATION



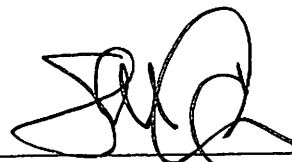
Cristy Malott, Director

8-12-2022

Date



Johnson County Judge



Johnson County Juvenile Board



JOHN R. ROACH JUVENILE DETENTION CENTER

SUMMIT PROGRAM

POST ADJUDICATION PROGRAM RESIDENT

HANDBOOK

(Revised 10/2019)

INTRODUCTION:

The Post-Adjudication Program (PAD) of the John R. Roach Juvenile Detention Center (JDC) offers the Court an alternative to committing the Juvenile to the Texas Juvenile Justice Department (formerly Texas Youth Commission). Commitment may be for a period of time up to one year. The Post-Adjudication Program is a self-contained unit with no interaction with juveniles being detained in the Short-Term Unit. The capacity of the Post-Adjudication Program is sixty residents; 24 males in the Summit program, 24 males in the CSI (Children with Sexual Issues) program, and 12 females in the Summit / CSI program. The facility is staffed twenty-four hours a day with both male and female officers. All detention personnel have a minimum of a Bachelor Degree in a related field of study and are certified by the Texas Juvenile Justice Department as Juvenile Supervision Officers (JSO).

ADMISSION PROCEDURES:

At intake, the Resident and his/her parents will be given a copy of procedures, level system, & discipline guidelines used in the Post-Adjudication Program. The Resident will be required to follow all rules and procedures of JDC. Failure to follow procedures will result in a loss of privileges in the level system. Non-compliance with rules and procedures is also a violation of the Court's order.

The Resident and the Intake JSO will sign an orientation acknowledgement form stating that the Resident has read the PAD Resident Handbook and understands what is expected while he/she is in the program. The Resident will surrender all of his/her clothing, jewelry, and shoes. All clothing and personal property will be released to the Resident's parents. The Resident will be showered and issued a county uniform, undergarment, socks and shoes. Within twenty-four hours of admission, all male residents will receive a regulation haircut and shave all facial hair. If possible, this will be done at the time of admission. This level of grooming will be maintained during the entire stay in the program. The Resident will then be admitted in to the Post-Adjudication Program and placed on Level Three-3.

TREATMENT TEAM:

Consists of assigned Therapists, Juvenile Supervision Officers, Juvenile Probation Officers and Facility Administrators.

MEDICAL AND HEALTH CARE SERVICES:

There is a nurse on site 16 hours per day and is available to examine the Resident's upon request 24 hours a day. These services will be provided by Collin County. Upon recommendation from the nurse or in an emergency the Resident can be transported by JDC staff to the Medical Center of

McKinney or Baylor Medical Center in McKinney, Texas. Parents will be notified by phone by JDC staff on emergencies. In the case of a medical need such as surgery, the child's parents, guardian or custodian will be responsible for medical expenses as well as additional medical needs.

A Consent for Medical Treatment Form shall be signed by the Resident's parent, guardian or conservator at the time of admission to the center. Immunizations shall be up to date and documented. A current TB test shall be included and/or administered.

Prescription medication must be sealed by the pharmacy with pharmacist's initials and number of pills in the bottle. The prescription must be current within the last 30 days. All medications, once received, are given to the nurse. All medications are administered by the nurse on duty.

If the Superintendent of the Detention Center believes any juvenile is in need of immediate medical attention, she may require that person to submit to a medical examination.

EDUCATION:

While in the Post-Adjudication Program each Resident will attend school Monday – Friday from 8:05AM to 3:30PM, during the regular school year, a minimum of 350 instructional minutes each day. Academic programming is provided by the McKinney Independent School District. Residents are expected to attend and participate in all educational programs.

COUNSELING:

Residents will attend counseling as directed. Counseling services include a psychological evaluation upon or prior to admission, including a treatment plan and TJJD case plan/review for each child. Program activities include 5 hours of group counseling a week (a minimum of 3 hours with the therapist); individual and/or family sessions will be provided a minimum of every other week.

Parents or guardians are expected to participate in the family sessions (which start when the Resident is on Level Two - 2). Residents will not be furloughed to parents/guardians that are not participating in treatment. Psycho-educational Services include: life skills, healthy family functioning, adaptive coping strategies, HIV/Aids awareness and programs with an emphasis on chemical dependency and substance abuse issues. Parents are expected to attend parent group every Wednesday evening from 6-7PM at the Detention Center until the program is completed (approximately 12 weeks).

PERSONAL PROPERTY:

Residents will be allowed to have 2 pictures in their possession of family members only.

VISITATION SCHEDULE:

TAC 343.352-354

Visitation schedules are given to parents at the time their child is admitted to the Center. Visitation schedules are also posted and handouts available in the lobby of JDC. The schedule is followed seven days a week.

Post-Adjudication (Long-Term) Days & Hours: (Monday, Wednesday, and Saturday)

Mondays: *Boys Visitation* from 6:30am – 7:00am and 6:30pm – 8:30pm

Wednesdays: *Girls Visitation* from 6:30am – 7:00am and 6:30pm – 8:30pm

Saturdays: *Girls Visitation* from 6:30am – 8:30am and 1:00pm – 2:30pm and 6:30pm – 8:30pm

Boys Visitation from 8:30am – 10:30am and 2:30pm – 4:00pm and 7:30pm – 8:30pm

Visitation, during non-posted times or by persons other than parents or legal guardians (such as religious advisors), must be approved by the JDC Administration.

Attorneys and their representatives may be allowed to visit residents at any time.

NOTE: Parent/guardians can have their visitation limited or revoked for inappropriate behavior or violation of visitation rules.

MAIL:
TAC 343.360-366

Residents will be furnished with writing materials and allowed to mail up to two (2) letters per week. Correspondence with any person presently on probation, parole or in custody is prohibited, excluding parents or guardians. Parents or guardians may furnish JDC staff with a list of specific individuals who should not communicate with their child. Such incoming correspondence shall be returned unopened to the sender. All residents' mail will be opened by staff in front of the Resident with inspection limited to searching for contraband. The envelope of any correspondence that is rejected will be photocopied and a copy will be kept on file. The original envelope will be returned to the sender.

Mail to residents that have already been released will be forwarded.

PHONE PRIVILEGES:
TAC 343.358

All phone calls will be collect. Juveniles will only be allowed to call individuals on their approved list provided by parents, guardians or probation officer. If there is a problem with a block on your phone you may call I.C. SOLUTIONS 1-888-506-8407 or visit their website at www.icsolutions.com. All phone calls will be limited to 15 minutes.

Your child has been placed in the Post-Adjudication Program by the Court. It is our belief that if you and your child fully/actively participate in the program your child will be able to successfully complete it. It is our hope that each child participating in this program will learn valuable skills needed to make better decisions that will ultimately allow them to become positive and productive individuals. We realize this can be a stressful time for both you and your child. If you have any questions about the program please do not hesitate to contact our staff. We can be reached at (972) 547-5410 or metro (972) 424-1460 ext. 5410/5411.

Anne Sibley
Superintendent

Jeremy Jones
Assistant Superintendent

POST-ADJUDICATION
WEEKDAY, WEEKEND, & HOLIDAY SCHEDULE

<u>DAILY SCHEDULE</u>	(Approximate Times)	<u>WEEKEND & HOLIDAYS SCHEDULE</u>
0715	Wake Up / Make Bed	0715 Wake up / Make Bed
0730	Breakfast	0730 Breakfast
0800	Hygiene	0800 Hygiene
0805	School	0805 Staff Directed Activities / Life Skills / Recreation
1130	Lunch	Free Time / Volunteer Groups / Phone Calls
1200	Hygiene	1130 Lunch
1205	Staff Directed Activities or Group Counseling	1200 Hygiene
1255	School Resumes	1205 Free Time/ Phone calls (1200–1545 hours)
1530	School Ends	1300 Visitation (Until 4:00 P.M.)
1530	Free Time, Recreation, or Group Counseling	1545 Staff Directed Activities / Life Skills / Recreation
1700	Dinner	Free Time / Volunteer Group / Phone Calls
1730	Hygiene	1700 Dinner
1735	Free Time / Recreation / Phone Calls	1730 Hygiene
1830	Chores and Cleanup	1735 Chores / Homework / Free Time Phone Calls
1900	Shift Change	1900 Shift Change
1915	Showers	1915 Showers
2000	Chores / Free Time	2000 Chores / Free Time
2100	Room Time	2100 Room Time
2200	Bed Time	2200 Bed Time

SUMMIT LEVEL SYSTEM

When a Resident has been placed in PAD treatment for 6-9 months they will follow the 9 month program. A Resident that has been sentenced in the PAD program for a year will follow the 12 month program. Residents can successfully complete PAD treatment early depending on a multitude of facets including therapeutic and behavioral progress.

Every Resident will begin each day with 50 points unless. Days spent on level 4 do not count toward completion of the program. To successfully complete the level system the Resident must maintain at least 42 points per day for the designated time frame for levels 1, 2, and 3. In addition, the Resident will need to show Individual Treatment Progress which will be noted during monthly Treatment Team Progress Reviews.

The level time frames are as listed:

180 Day Program (6 months)	270 Day Program (9 months)	365 Day Program (12 months)
Level 3- Entry level-60 days	Level 3 - Entry level - 75 days	Level 3 – Entry level – 120 days
Level 2- 45 days	Level 2 - 60 days	Level 2 – 90 days
Level 1- 30 days	Level 1 - 45 days	Level 1 – 60 days

If the Juvenile exceeds the maximum number of allowed lost days for the duration listed below, the Juvenile will be dropped a level or start over on the current level. This decision will be made by the Treatment Team and/or the Superintendent.

Maximum Allowed Lost Days:

180 Day Program (6 months)	270 Day Program (9 months)	365 Day Program (12 months)
Level 3- 10 days	Level 3 - 13 days	Level 3 - Entry level - 20 days
Level 2- 5 days	Level 2 - 7 days	Level 2 – 10 days
Level 1- 2 days	Level 1 - 3 days	Level 1 – 5 days

The progress of each resident will be reviewed by the Shift Supervisor or their designee approximately every 15 days.

LEVEL ONE

10:00 P.M. Bedtime

- Meals in the dayroom areas
- Recreation in designated recreation areas
- May attend school in classroom
- May attend movie time activities
- Access to games, reading material, pencil/paper
- TV in day area
- Honor chores with staff
- Weekend furloughs
- Can grow facial hair
- No more county hair cut
- Allowed 1 pair of personal athletic shoes

** Lose one day and there will be no soft drink and candy during movie time. **

Residents who are on Level 1 and exhibiting appropriate behavior may earn the privilege of furloughs. Once the resident has successfully completed Level 1 including points and a minimum of 6 furloughs (unless otherwise determined by the treatment team); the resident will have successfully completed Post-Adjudication Detention. At this point with the Treatment Team and/or the Court's approval the resident will be released from Post-Adjudication Detention.

Level 1 Expectations

Once a resident reaches level 1 on his/her program, they will be entitled to begin participating in off campus furloughs under the direct supervision of their parent(s) or guardian(s). Residents should strive to participate in every furlough that they are given the opportunity to attend. In an effort to help residents achieve this goal, the following rules and guidelines should be followed.

The first furlough will be a day release on Saturday or Sunday from 8:00 a.m. to 8:00 p.m. Once they successfully complete a 12 hour furlough, and the resident is still making progress in the program, the following furloughs may be weekend furloughs from Friday night at 5:00 p.m. until the following Sunday at 6:00 p.m.

Residents can lose up to 8 points per week, and still be eligible to attend the furlough. For each point that is lost, 1 hour will be taken from the furlough. (ex; A resident who is eligible for a weekend pass, but has lost four points that week, will be required to return at 2:00 p.m. Sunday, instead of 6:00 p.m.)

If a resident loses more than 8 points in a given week, the furlough will be cancelled for that week.

LEVEL TWO

9:00 P.M. Bedtime

- Meals in the dayroom area
- Recreation in designated recreation area
- May attend school in classroom
- May attend movie time activities
- Access to games, reading material, pencil/paper
- TV in day area
- Begin family session with therapist
- Honor chores on weekend

****Lose one day and there will be no soft drink and candy during movie time. ****

Once the resident successfully completes this level, he/she will advance to Level 1 as determined by the treatment team. This will be determined by the treatment team. To successfully complete Level 2 the resident must maintain the designated level of points.

LEVEL THREE

(ENTRY LEVEL)

8:00 P.M. Bedtime

- Meals in dayroom area
- Recreation in designated recreation area
- May attend school in classroom
- May attend movie time activities
- Access to games, reading material, pencil/paper
- TV in day area

****Lose 1 day and no soft drink or candy during movie time. ****

This is the recommended entry level for all residents entering Post-Adjudication Detention. To successfully complete Level 3 the resident must maintain the designated level of points. Once the resident successfully completes this level, he/she will advance to Level 2 as recommended by the treatment team. Should a resident have trouble on this level or any level, he/she may be extended on this level and/or if the behavior warrants, the resident may be demoted to Level 4.

LEVEL FOUR

7:00 P.M. Bedtime

- Meals sitting at room door
- No TV
- Recreation may only include calisthenics/exercise
- Access to reading material
- May attend school in classroom
- No games
- No free time with other juveniles
- No weekend snacks or movies
- Bible or AA book only allowed in room
- Rec yard chores (sweeping)
- County hygiene only
- Must face chair towards door or back determined by JSO

The period of time for this level is 7 days. **If during those 7 days a Resident loses a day, the level then starts over again. If the Resident demonstrates the inability to maintain acceptable behavior on level 4, his level 4 will be modified by the treatment team.** The Resident can lose points during these 7 days, but if at any time they lose their day, their level 4 starts over. After successfully completing level 4 the treatment team will determine on what level the juvenile is placed.

This level is for those residents who have demonstrated the inability to follow the rules of the program for extended periods of time and/or have violated major program rules and warrant placement of this level. The decision of placement on Levels 4 will be at the discretion of the Shift Supervisor on duty, the therapist, and/or the treatment team and approved by the Superintendent or Assistant Superintendent.

The PAD JSO will review this level every 15 days.

DISCIPLINE GUIDELINES

Residents have been adjudicated by the Court for delinquent conduct and placed in Post-Adjudication Program. Residents will be released when you have successfully completed all orders of the Court, including successful completion of the Level System. Only the Court has the authority to release you from your commitment. Residents progress, including attitude, cooperation, and conduct will be reported to the Court by the Juvenile Probation Department to assist the Court in making the decision on your release.

DISCIPLINE GUIDELINES & CONSEQUENCES FOR MISBEHAVIOR

The following guidelines provide examples but are not all inclusive. Officers and their supervisors have the discretion in determining the consequences for behavior that is not included.

GROUP ONE INFRACTIONS (MAJOR)

Any gang provocations or fights
Possession of drug/drug paraphernalia
Assisting an escape/attempt
Inappropriate physical contact or sexual activity
Indecent Exposure-sexual acting out (major)
Tattoos/body piercing of one's self or others
Escape or attempted escape from the facility
Entering another juvenile's room
Persistent refusal to comply with facility rules
Cheeking, passing or accepting medication from another juvenile
Violation of the laws of Texas or the United States
Causing property damage of \$239 or more
Positive urinalysis upon return from temp release or furlough
Possessing a weapon or altering objects with intent to cause bodily harm
Assault Attempt/Aggressive threat of bodily injury to staff or peers
Refusal to participate in organized activity (example: school, groups, recreation)
Disrespect to volunteers
Discriminatory remarks made with hostile intent

LOSS OF 10 POINTS

Breaking confidentiality
Assault attempt
Fight (major)
Cheating
Using racial/ethnic slurs
Spitting at staff or peers
Crossing forbidden line

Consequences that may be imposed for group one infractions can include any or all of the following consequences:

1. 12 to 23 hours Disciplinary Seclusion
2. Loss of level/placement on Level 3 or 4
3. Loss of points
4. Loss of privileges
5. Unsuccessful discharge

GROUP TWO INFRACTIONS (MAJOR)

Deliberate failure to follow the dress code
Possession of contraband
Disruption of organized activities/school
Using property without permission
Cursing staff or peers
Deliberate disobedience of staff
Destruction of property of less than \$239/graffiti
Intimidating/threatening behavior
Using another person's property without permission
Writing/calling/accepting mail from people who are not on approved list

LOSS OF 6 POINTS

Touching staff
Fight (minor)
Stealing
Promoting a fight
Throwing food tray
Failure to journal
Disrespect to staff/teachers
Sexually Acting Out (Minor)
Inappropriate physical contact

*Two (2) repeated group two infractions can constitute a group one infraction consequence within a calendar day

Consequences that may be imposed for group two infractions can include any or all of the following consequences:

1. 6 hours -12 hours Disciplinary Seclusion
2. Restriction from the group
3. Loss of Points
4. Loss of Privileges

GROUP THREE INFRACTIONS (MAJOR)

Arguing
Disrespect to peers
Manipulation staff/peers/rules
Altering/damaging County clothing/bedding
Throwing food
Propositioning others for sexual favors
Aggravating/harassing behavior including annoying sounds or noises
Inappropriate gestures, drawings, conversations, comments, or writing about gangs, cults, sexually explicit information or obscene language.

LOSS OF 4 POINTS

Touching Peers (non-sexual)
Failure to follow directives
Accepting contraband
Promoting arguments
Gambling (betting on food)
Trading/giving away food

*Three (3) repeated group three infractions can constitute a group two infraction consequence within a calendar day.

Consequences that may be imposed for group three infractions can include any or all of the following consequences:

1. 90 Minutes - 6 hours Disciplinary Seclusion
2. Restriction from the group
3. Loss of Points
4. Loss of Privileges

GROUP FOUR INFRACTIONS (MINOR)

Failure to complete chores promptly
Leaving bed unmade
Food/drink out of assigned areas
Refusal to stand at attention (with hands behind back)
Hoarding food/saving food or granola bars past mealtime
Horseplay
Inappropriate table manners
Inadequate grooming/personal hygiene
Out of assigned area
Inappropriate/excessive items allowed in room
Touching/playing with gates/doors/TV
Speaking in a language other than English (unless they have another primary language)
Operating TV or other electronic equipment without permission.
Deliberate failure to follow the dress code
Out of assigned area/moving location within the pod without permission

LOSS OF 2 POINTS

Covering windows
Leaning against the wall
Taking shoes into room
Profanity
Touching peers
Offensive gestures
Noisy in room
Failure to come to attention
Talking from room to room
Talking without staff approval while in class
Not having hands behind their back

*Three (3) repeated group four infractions can constitute a group three infraction consequence within a calendar day.

Consequences that may be imposed for group four infractions can include any or all of the following consequences:

1. 90 Minutes of Room Restriction
2. Restriction from the group
3. Loss of Points
4. Loss of Privileges

PERSONAL HYGIENE LIST FOR POST-ADJUDICATION DETENTION

Items for Males and Females (Items must be new and in their original container unopened):

- Toothbrush
- Toothpaste (tube type)
- Toothbrush holder (bristle cover only)
- Bars of soap (can have a facial bar as well)
- Plastic soap container
- Plastic container (shoe box size with a separate lid—no screws)
- Deodorant (solid only)
- Grey shirt and black shorts (no logos)
- New electric razor (no additional attachments)
- Facial bar (soap for acne)
- Dandruff control shampoo

Additional items for Females only:

- Feminine napkins only
- Sports bras (no metal wires)
- New Hairbrush
- Chapstick
- Hair bands (no metal or plastic wires)

Please write the Resident's name on all items with a permanent marker.