

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



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

**HONORABLE DARRELL COCKERHAM**  
- County Judge -  
Hood County, Texas

**BETH PATE**  
- Chief Juvenile Probation Officer -  
P.O. Box 2081 • Granbury, TX 76048  
(817) 579-3273

**HOOD COUNTY YOUTH SERVICES**  
**355TH JUDICIAL DISTRICT**

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Notice of the regular meeting of the **Hood County Juvenile Board** on **Wednesday, September 3, 2014** at **8:00 AM** in the **Central Jury Room** located in the **Hood County Justice Center** at **1200 W. Pearl St., Granbury, TX.** At which meeting, the following subjects will be discussed, and the following matters acted upon:

- I. Call to order
- II. Approve minutes from previous meeting(s).
- III. Review requests for budget line item amendments and consider for approval.
- IV. Review bills presented for payment and take appropriate action.
- V. Ratify current payroll.
- VI. Consider and approve personnel changes, new hires, and terminations.
- VII. Consider schedule for the 2014 - 2015 Juvenile Board Meetings and take appropriate action.
- VIII. Ratify the contract for Residential Services with Pegasus Schools, Inc.
- IX. Convene into Executive Session to discuss and consider personnel matters under Texas Government Code §551.074.
- X. Reconvene into Open Session and take appropriate action.

ADJOURN

A handwritten signature in cursive script, reading "Darrell Cockerham", written over a horizontal line.

DARRELL COCKERHAM, COUNTY JUDGE

Notice of meeting/agenda posted at Hood County Courthouse, 100 E. Pearl St., Granbury, Texas on August 27, 2014 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.

THE FOLLOWING MEMBERS WERE PRESENT:  
RALPH H. WALTON, JR., DISTRICT JUDGE  
VINCENT MESSINA, COUNTY COURT @ LAW JUDGE  
DARRELL COCKERHAM, COUNTY JUDGE

REGARDING ITEM 1: JUDGE WALTON CALLED THE MEETING TO ORDER AT 8:00 A.M. ON THE AFORESAID DATE OF SEPTEMBER 3, 2014.

REGARDING ITEM 2: MOTION MADE BY JUDGE MESSINA TO APPROVE THE MINUTES OF THE AUGUST 11, 2014 MEETING. SECONDED BY JUDGE COCKERHAM. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 3: NO ACTION REQUIRED.

REGARDING ITEM 4: MOTION MADE BY JUDGE COCKERHAM 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 JULY 28, 2014 – AUGUST 10, 2014 AND FROM AUGUST 11, 2014 - AUGUST 24, 2014 . SECONDED BY JUDGE COCKERHAM. 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: MOTION MADE BY JUDGE MESSINA TO APPROVE THE SCHEDULE FOR THE 2014 - 2015 JUVENILE BOARD MEETINGS WITH (1) CHANGE IN NOVEMBER. SECONDED BY JUDGE WALTON. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 8: MOTION MADE BY JUDGE WALTON TO RATIFY THE CONTRACT FOR REIDENTIAL SERVICES WITH PEGASUS SCHOOLS, INC. SECONDED BY JUDGE COCKERHAM. MOTION CARRIED. SEE ATTACHED.

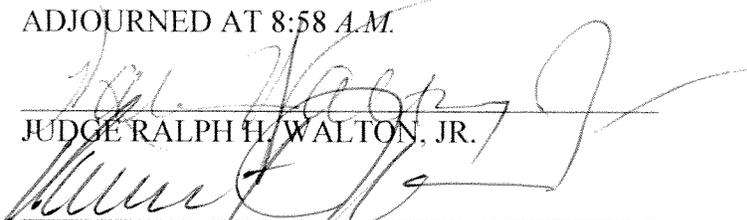
REGARDING ITEM 9: AT 8:15 A.M. THE JUVENILE BOARD CONVENE INTO EXECUTIVE SESSION TO DISCUSS AND CONSIDER PERSONNEL MATTERS UNDER TEXAS GOVERNMENT CODE 551.074.

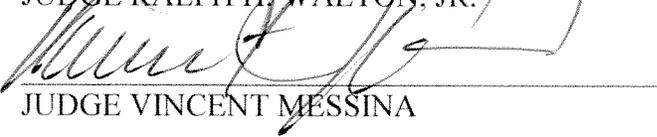
REGARDING ITEM 10: AT 8:55 A.M. THE JUVENILE BOARD RECONVENE INTO OPEN SESSION. MOTION MADE BY JUDGE \_\_COCKERHAM\_\_ TO GRANT THE APPLICATION FOR PERMANENT VARIANCE FROM STANDARDS FOR DIRECTOR BETH PATE WITH THE FOLLOWING CONDITIONS:

- 1) ADMINISTRATIVE SUSPENSION FROM EMPLOYMENT FOR PERIOD 9-3-14 TO 10-2-14, WITHOUT PAY.
- 2) MRS. PATE NOT DIRECTLY SUPERVISE A JUVENILE WITH AN ALCOHOL - RELATED OFFENSE FOR 12 MONTHS.
- 3) EMPLOYMENT PROBATION FOR PERIOD OF 12 MONTHS, & IF SHE VIOLATES ANY HOOD COUNTY POLICIES & PROCEDURES, SHE WILL BE TERMINATED.

SECONDED BY JUDGE \_\_WALTON\_\_ . MOTION CARRIED. SEE ATTACHED.

ADJOURNED AT 8:58 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 3rd day of September, 2014 with the following exceptions: None.

(list, if any)

CERTIFIED BY CHIEF ADMINISTRATIVE OFFICER



Beth Pate, LBSW



Hood County, TX

# Payment Register

APPKT00227 - 9/3/14 JUVENILE BOARD COURT

01 - Vendor Set 01

Bank: GEN DISB - GENERAL DISBURSEMENT

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
000160	CORRECTIONAL MANAGEMENT INSTITUTE	225.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		08/26/2014	225.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
REGISTRATION 10/27-30/14	JUV/MENTAL HEALTH CONFERENCE	08/26/2014	09/03/2014
		<b>Discount Amount</b>	<b>Payable Amount</b>
		0.00	225.00

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
009022	DUE FROM GEN FUND - INDIGENT DEF GRANT	2,875.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		08/26/2014	2,875.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
8/1/2014 THROUGH 8/31/2014	JUV/REIMBURSE INDIGENT DEFENSE ATTORNEY FEES	08/26/2014	09/03/2014
		<b>Discount Amount</b>	<b>Payable Amount</b>
		0.00	2,875.00

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
009036	LENA POPE HOME, INC.	170.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		08/26/2014	170.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
101998	JUV/COURTORDER/COUNSELING J.F. & T.M.	08/26/2014	09/03/2014
		<b>Discount Amount</b>	<b>Payable Amount</b>
		0.00	170.00

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
000018	MARK B DEWITT	500.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		08/26/2014	500.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
CAUSE # 101080	JUV/COURTORDER/ATTY FEES R.M.L.	08/26/2014	09/03/2014
		<b>Discount Amount</b>	<b>Payable Amount</b>
		0.00	500.00

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
009876	NESTLE WATERS NORTH AMERICA INC.	11.86

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		08/26/2014	11.86
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
04HQ124641176	JUV/WATER & COOLER RENTAL 7/15-8/14/14	08/26/2014	09/03/2014
		<b>Discount Amount</b>	<b>Payable Amount</b>
		0.00	11.86

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
007920	PARNELL RYAN, PH.D., LPC, LSOTP	400.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		08/26/2014	400.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
HCYSIG0714	JUV/COURTORDER/PSY EVALUATION I.G.	08/26/2014	09/03/2014
		<b>Discount Amount</b>	<b>Payable Amount</b>
		0.00	400.00

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
005838	REDWOOD TOXICOLOGY LABORATORY, INC.	256.60

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		08/26/2014	256.60
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
00039920147	JUV/COURTORDER/DRUG TESTING JULY 2014	08/26/2014	09/03/2014
		<b>Discount Amount</b>	<b>Payable Amount</b>
		0.00	256.60

Payment Register

APPKT00227 - 9/3/14 JUVENILE BOARD COURT

Vendor Number	Vendor Name					Total Vendor Amount
009655	STAPLES ADVANTAGE					68.66
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				08/26/2014		68.66
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
7122866457-000001	JUV/OFFICE SUPPLIES	08/26/2014	09/03/2014	0.00	68.66	
007321	TEXAS JUVENILE JUSTICE DEPARTMENT					50.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				08/26/2014		50.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
REGISTRATION 9/22-24/14	JUV/TJJD ANNUAL DATA COORDINATORS CONFERENCE	08/25/2014	09/03/2014	0.00	50.00	
009839	U.S. BANK NATIONAL ASSOCIATION ND					77.10
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				08/26/2014		77.10
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
JULY 2014 JUVENILE FUEL	JUV/FUEL	08/26/2014	09/03/2014	0.00	77.10	
009038	XEROX CORPORATION					368.16
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				08/26/2014		368.16
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
075445170	JUV/COPY MACHINE LEASE JULY 2014	08/26/2014	09/03/2014	0.00	368.16	

### Payment Summary

Type	Payable Count	Payment Count	Discount	Payment
Check	11	11	0.00	5,002.38
Packet Totals:	11	11	0.00	5,002.38

**HOOD COUNTY JUVENILE BOARD  
JUVENILE PROBATION PAYROLL**

Payroll from 07/28/14 through 08/10/14

Paid on August 15, 2014

Total Payroll - Fund 56	\$	<u>9,151.96</u>
Total Employees Paid		5

Motion Made by Board Member

*Ken Harty, Jr.*

To ratify Payroll as presented.

Seconded by Board Member

*Amel Cook-Hartman*

All voted AYE, motion carried.

Approved this 3rd day of September 2014

Juvenile Probation Director

*Beth Pat, W&W*

Treasurer

*Kathy Davis*

Auditor

*Stan McBrown*

**HOOD COUNTY JUVENILE BOARD  
JUVENILE PROBATION PAYROLL**

Payroll from 08/11/14 through 08/24/14

Paid on August 29, 2014

Total Payroll - Fund 56	\$	<u>9,293.71</u>
Total Employees Paid		5

Motion Made by Board Member

*Jan Walcott*

To ratify Payroll as presented.

Seconded by Board Member

*David Conner*

All voted AYE, motion carried.

Approved this 3rd day of September, 2014

Juvenile Probation Director

*Beth Pak, WBA*

Treasurer

*Kathy Davis*

Auditor

*Stan Mebsom*



## HOOD COUNTY PERSONNEL AND RISK MANAGEMENT

THE ATTACHED PERSONNEL CHANGES HAVE BEEN APPROVED BY THE JUVENILE BOARD ON  
SEPTEMBER 3, 2014

*Mary Shick for Bob Blessing*  
PERSONNEL DIRECTOR

*Stan McBoon*  
AUDITOR

*Samuel Cochran*  
COUNTY JUDGE

*Mike Harty*  
DISTRICT JUDGE

*Beth White USAW*  
JUVENILE PROBATION DIRECTOR

*Murphy*  
COUNTY COURT AT LAW JUDGE

**Juvenile Board  
Changes For  
September 3, 2014**

Salary Changes	Effective Date	From	To	Increase	Annual Salary	Next Review Date	Employee #
Beth Pate, Juvenile Probation Director	9/1/2014	2,222.42	2,277.98	55.56	59,227.48	9/1/2015	056-410-952
LaShae Pendleton, Juv. Prob. Officer	9/1/2014	1,212.24	1,242.55	30.31	32,306.30	9/1/2015	056-410-255
Deana Smith, Juv. Probation Officer	9/1/2014	1,212.24	1,242.55	30.31	32,306.30	9/1/2015	056-410-240
Anna Ballew, Juv. Probation Officer	9/1/2014	1,260.72	1,292.24	31.52	33,598.24	9/1/2015	056-410-948
Terrie Parker, Office Manager	9/1/2014	1,731.40	1,774.68	43.28	46,141.68	9/1/2015	056-410-858
<b>Terminations</b>							
None							
<b>New Hires</b>							
None							
<b>Comp Time in Excess of 50 hours as of 8/24/2014</b>							
None							
<b>Comp Time Liability as of 8/24/2014</b>							
		<b>From</b>	<b>To</b>				
Juvenile Probation Fund 056		0.00	61.14				
<b>Total Liability</b>							
<b>Fund</b>		<b>From</b>	<b>To</b>	<b>Difference</b>			
		<b># Employees</b>	<b># Employees</b>				
Juvenile Probation Department		5	5	0			
<b>Additional Information</b>							
Beth Pate, Juvenile Probation Director, Annual Increase							
LaShae Pendleton, Juvenile Probation Officer, Annual Increase							
Deana Smith, Juvenile Probation Officer, Annual Increase							
Anna Ballew, Juvenile Probation Officer, Annual Increase							
Terrie Parker, Office Manager, Annual Increase							

## 2014-2015 JUVENILE BOARD COURT DATE

MONTH	JUVENILE BOARD COURT DATE
OCTOBER	8
	22
NOVEMBER	5
	26
DECEMBER	3
	17
JANUARY	7
	21
FEBRUARY	4
	18
MARCH	4
	18
APRIL	8
	22
MAY	6
	20
JUNE	3
	17
JULY	8
	22
AUGUST	5
	19
SEPTEMBER	2
	16

CONTRACT FOR RESIDENTIAL SERVICES

This contract entered into this 3rd day of September, 2014, between the Hood County Juvenile Department and the Pegasus Schools, Inc. Hereinafter called Service Agency by this Agreement and in consideration of the mutual promises set forth below, agree that:

I. PROVISION OF SERVICE

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities. Primary specialized, intermediate, emergency shelter, therapeutic, intensive, or in-patient psychiatric. Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Child Care Services, Texas Health and Human Services Coordination Council.

- I Will Need A Copy of The Signature Page When It Comes Back!*
- A. For and in consideration of Hood County Juvenile Department per client day for **Specialized** for **Moderate Level of Care** childcare in the Service Agency in the current CJD Maximum Rate Schedule for juveniles placed in the facility under the Title IV-E program, the county agrees to pay the facility based on the TDPRS level of care (LOC) as currently effective or subsequently amended. es, the Hood County Juvenile Department agency **\$148.11** per client day. The actual cost of care shall not exceed the amount allowed in the current CJD Maximum Rate Schedule for juveniles placed in the facility under the Title IV-E program.
  - B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, Etc., and that the Service Agency must retain space for this client until his return, Hood County Juvenile Department will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
  - C. If a client makes an unauthorized departure from the Service Agency, Hood County Juvenile Department shall be notified immediately. If the client returns to the Service Agency within ten (10) days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten days of payment.

- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.
- E. Payment is to be made monthly. Claim for payment will be submitted no later than 10 days from the last day of the month for which payment is being requested.
- F. Each billing should contain the name of the client or clients for whom payment is being requested along with number of days stated consecutively for which payment is being requested.
- G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by Service Agency.

## II INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county personnel prior to placement.
- B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.
- C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goal and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where possible, grandparents, or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.
- D. Copies of the original IPP and the periodic review are to be maintained by the Service Agency and the County Placement Officer.
- E. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.
- F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer. After hours and weekend notification will be accomplished by calling the Caldwell County Sheriff's Department and asking for the on-call officer to notify the placement officer immediately and ensure that parents and

proper authorities, including the Texas Department of Human Services, are notified.

- G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.
- H. The County must approve the child's participation in any furlough's home visit, or extended agency trips.
- I. Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at home in accordance with established Service Agency policies.
- J. Suspected or alleged cases of child abuse must be immediately reported to the Hood County Juvenile Department Placement Officer and the Department of Human Services. (After hours notification will be accomplished by contacting the Caldwell County Sheriff's Department and asking the dispatcher to contact the on-call officer to contact the placement officer.)

### III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review County client records. This examination and evaluation of the program will include unscheduled site visitation, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.
- B. The Service Agency shall comply with the goals, output and measurable outcomes as stated in its proposal to provide residential services as well as provisions of the residents Individual Program Plan (IPP). The Service Agency shall provide to the County such descriptive information on contract clients as requested on forms provided by the County.
- C. The Service Agency agrees to maintain and make available for inspections, audit, or reproduction by an authorized representative of Hood County Juvenile Department and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- D. Under Section 231.006, Family Code, the Service Agency certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specific grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

- E. The Service Agency shall adhere to all applicable state and federal laws and regulations pertinent to the Service Agencies provision of service.
- F. The Service Agency shall account separately for the receipt and expenditure of any and all funds received under this contract.
- G. The Service Agency shall maintain all applicable records for a minimum of three years or until any pending audits and all questions arising therefore have been resolved.

#### IV PERFORMANCE MEASURES

- A. Goals: The treatment plan shall contain specific behavior goals and services that are appropriate to the child and that enable the child to develop to his fullest potential. This development will be through provision of a safe, drug-free environment in which counseling services are utilized as tools for educational, emotional and behavioral gains.
- B. Outputs: The Service Agency shall provide the Placing County timely information upon request which outlines the services provided to clients. These outputs may include, but are not limited to:
  - Average length of stay
  - Average daily population
  - Average number of counseling hours provided weekly or monthly
  - Average number of educational hours provided daily, weekly or monthly
  - Specific types of milieu implemented by the service provider
- C. Measurable Outcomes: The Service Agency agrees to furnish the Placing County upon request annual indicators for their specific youth which expresses the effectiveness of the Service Agency in providing public benefit. Evaluation of the Placing County may be performed by using outcome measures such as:
  - % of youth successfully completing the program
  - % of youth reporting improved family communication / functioning while in placement
  - % of youth demonstrating progress in majority of goals in treatment plan
  - % of youth earning credits in core subjects

#### V. FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.

- B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that Hood County Juvenile Department is not charged for such fiscal support for which the client is otherwise eligible.
- C. Contractor understands that acceptance of funds under this contract acts as acceptance of the State Auditors' 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 of audit funds received indirectly by subcontractors through Contractor and requirements to cooperate is included in any subcontracts it awards.

#### VI. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

#### VII. OFFICIALS NOT TO BENEFIT

No officer, member or employee of Hood County Juvenile Department, Pegasus Schools, Inc. and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

#### VIII. DEFAULT

The Hood County Juvenile Department may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstance:

- (1) If the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- (2) If the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performances of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure with a period to ten (10) days (or such extension as authorized by the Hood County Juvenile Department in writing) after receiving notice of default.

IX. TERMINATION

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

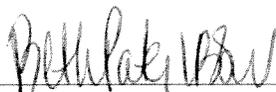
X. LAW AND VENUE

In any legal action arising under this Contract, the laws of Texas shall apply and venue shall be to the Courts.

XI. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument for a period of one (1) year and may be extended for up to one (1) year.

Witness our hands this 3rd day of September 2014.

BY:   
Chief Juvenile Probation Officer

BY:   
Robert Ellis  
Chief Executive Officer  
Pegasus Schools, Inc.

DATE: 9/3/14

DATE: 9/3/14