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

HONORABLE DARRELL COCKERHAM
- County Judge -
Hood County, Texas

HOOD COUNTY YOUTH SERVICES
355TH JUDICIAL DISTRICT

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

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

Notice of the regular meeting of the **Hood County Juvenile Board** on **Wednesday, November 4, 2015 at 8:00 AM** in the Lake Granbury Youth Services at 1300 Crossland Rd, Granbury, TX 76048. 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. Monthly update from Lake Granbury Youth Services

VIII. Approve the Annual Facility Certification and Agreement between Hood County Juvenile Board and Rite of Passage DBA Lake Granbury Youth Services.

IX. Ratify the contract for Residential Services with G4S Youth Services, LLC and take appropriate action.

ADJOURN

DARRELL COCKERHAM, COUNTY JUDGE

Notice of meeting/agenda posted at Hood County Courthouse, 100 E. Pearl St., Granbury, Texas on October 28, 2015 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 @ LAW JUDGE
DARRELL COCKERHAM, COUNTY JUDGE

REGARDING ITEM 1: JUDGE__WALTON__CALLED THE MEETING TO ORDER AT_8:00_A.M. ON THE AFORSAID DATE OF__NOVEMBER__4_, 2015.

REGARDING ITEM 2: MOTION MADE BY JUDGE__COCKERHAM__ TO APPROVE THE MINUTES OF THE__OCTOBER__21__, 2015 MEETING. SECONDED BY JUDGE__MESSINA__. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 3: NO ACTION REQUIRED.

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

REGARDING ITEM 5: MOTION MADE BY JUDGE__WALTON__ TO RATIFY PAYROLL FROM OCTOBER 5, 2015 - OCTOBER 18, 2015. 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: CODY WOOD, PROGRAM DIRECTOR GAVE A MONTHLY UPDATE FOR LAKE GRANBURY YOUTH SERVICES.

REGARDING ITEM 8: MOTION MADE BY JUDGE__COCKERHAM__ TO APPROVE THE ANNUAL FACILITY CERTIFICATION AND AGREEMENT BETWEEN HOOD COUNTY JUVENILE BOARD AND RITE OF PASSAGE DBA LAKE GRANBURY YOUTH SERVICES. SECONDED BY JUDGE__MESSINA__. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 9: MOTION MADE BY JUDGE__MESSINA__ TO RATIFY THE CONTRACT FOR RESIDENTIAL SERVICES WITH G4S YOUTH SERVICES, LLC. SECONDED BY JUDGE__COCKERHAM__. MOTION CARRIED. SEE ATTACHED.

ADJOURNED AT 8:35 *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 4th day of November, 2015 with the following exceptions: None.

(list, if any)

CERTIFIED BY CHIEF ADMINISTRATIVE OFFICER

Shelli B

Shelli Berry

Check Register

Hood County, TX

Packet: APPKT00965 - 11/04/2015 JUVENILE PROBATION FY 2015

By Vendor Name

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GEN DISB-GENERAL DISBURSEMENT						
009022	DUE FROM GEN FUND - INDIGENT D	10/30/2015	Regular	0.00	775.00	
010086	STAPLES ADVANTAGE	10/30/2015	Regular	0.00	69.99	
000091	WEST PAYMENT CENTER	10/30/2015	Regular	0.00	339.00	
009038	XEROX CORPORATION	10/30/2015	Regular	0.00	19.84	

Bank Code GEN DISB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	4	0.00	1,203.83
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
	4	**4**	**0.00**	**1,203.83**

Check Register

Hood County, TX

Packet: APPKT00966 - 11/04/2015 JUVENILE PROBATION FY 2016

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: GEN DISB-GENERAL DISBURSEMENT						
005980	TERRIE PARKER	10/30/2015	Regular	0.00	564.35	
009639	U.S. BANK NATIONAL ASSOCIATION N	10/30/2015	Regular	0.00	52.47	
009876	NESTLE WATERS NORTH AMERICA	10/30/2015	Regular	0.00	11.86	
011416	OMNI	10/30/2015	Regular	0.00	251.50	
000018	MARK B DEWITT	10/30/2015	Regular	0.00	300.00	
006740	MARK PILAND	10/30/2015	Regular	0.00	150.00	
011482	UNIVERSITY HOTEL	10/30/2015	Regular	0.00	468.70	
000115	WAL-MART COMMUNITY BRC	10/30/2015	Regular	0.00	17.84	
007920	PARNELL E. RYAN, PH.D	10/30/2015	Regular	0.00	400.00	
013340	GLEN KIDD	10/30/2015	Regular	0.00	529.20	

Bank Code GEN DISB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	10	10	0.00	2,745.92
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	**10**	**0.00**	**2,745.92**

HOOD COUNTY JUVENILE BOARD
JUVENILE PROBATION PAYROLL

Payroll from October 5 through October 18, 2015

Paid on October 23, 2015

Total Payroll - Fund 56	**$**	**8,291.40**
Total Employees Paid		**5**

Motion Made by Board Member _____

To ratify Payroll as presented.

Seconded by Board Member _____

All voted AYE, motion carried.

Approved this 4th day of November, 2015

Juvenile Probation Director _____

Treasurer Kathy Davis

Auditor Stan McBroom

HOOD COUNTY PERSONNEL
AND RISK MANAGEMENT

THE ATTACHED PERSONNEL CHANGES HAVE BEEN APPROVED BY THE JUVENILE BOARD ON November 4, 2015

PERSONNEL DIRECTOR

AUDITOR

COUNTY JUDGE

DISTRICT JUDGE

JUVENILE PROBATION DIRECTOR

COUNTY COURT AT LAW JUDGE

Juvenile Board
Changes For
November 4, 2015

Salary Changes	Effective Date	From	To	Increase	Annual Salary	Next Review Date	Employee #
None							
Terminations							
None							
New Hires							
None							
Comp Time in Excess of 50 hours as of 10/18/2015							
None							
Comp Time Liability as of 10/18/2015		**From**	**To**				
Juvenile Probation Fund 056		232.29	178.43				
Total Liability	**From**	**To**	**Difference**				
Fund	**# Employees**	**# Employees**					
Juvenile Probation Department	5	5	0				
Additional Information							

STATE OF TEXAS

COUNTY OF HOOD

Rite of Passage, INC.

DBA Lake Granbury Youth Services

Juvenile Board Services

November 1, 2015 – November 1, 2016

This Agreement is entered into by and between the Hood County Juvenile Board, at the request of and on behalf of Rite of Passage, Inc. DBA Lake Granbury Youth Services (facility) a for-profit corporation, licensed to provide child care service by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over this facility.

ARTICLE 1

PURPOSE

1.01 The purpose of this Juvenile Board Services Agreement is to provide Rite of Passage, Inc. DBA Lake Granbury Youth Services with Juvenile Board Services in accordance with The Texas Family Code Section 51.12 and Section 51.125. The facility to be utilized is operated by Rite of Passage, Inc. and is located at 1300 Crossland Rd, Granbury, Texas 76048.

ARTICLE II

TERM

2.01 The term of this Agreement is for 12 months, commencing November 1, 2015 and ending November 1, 2016.

ARTICLE III

SERVICES

3.01 Juvenile Board will provide the appropriate service as defined below:

A. Facility Approval

The Hood County Juvenile board has certified said mentioned Facility located at 1300 Crossland Rd. Granbury, Texas, and agrees that Rite of Passage, Inc. is contracted to Operate said Facility under such provisions as required by law.

The Honorable Ralph H. Walton
355th Judicial Division
Chairman, Hood County Juvenile Board

Cody Wood
Program Director
Lake Granbury Youth Services

CERTIFICATION OF LAKE GRANBURY YOUTH SERVICES, RITE OF PASSAGE, INC.

STATE OF TEXAS

HOOD COUNTY

WE, the undersigned, as the Juvenile Board of Hood County, hereby certify that we have personally inspected, reviewed and considered all elements in the Texas Family Code 51.12(c)(1-7) & Texas Family Code 51.125 (b)(1-2) in determining that the Lake Granbury Youth Services at: 1300 Crossland Rd, Granbury, Texas 76048 is suitable for the detention of children.

Let it therefore be known that the Lake Granbury Youth Services is hereby certified as a suitable facility to detain juveniles, both short and long term, for pre-adjudicated and post-adjudicated residents. The building has a total of 96 single-occupancy housing units, with the pre-adjudication and post-adjudication facility's being under one roof. All ninety six (96) single-occupancy housing units will be dually certified for both pre-adjudicated and post-adjudicated residents.

Inspected this 4th day of November, 2015.

Judge Ralph H. Walton
355th District – Chairman Juvenile Board

Judge Darrell Cockerham
Hood County Judge

Judge Vincent Messina
County Court-at-law Judge

CONTRACT AND AGREEMENT FOR SECURE, RESIDENTIAL, POST-ADJUDICATION TREATMENT SERVICES FOR ADJUDICATED JUVENILE OFFENDERS - SPACE AVAILABLE

This Agreement is entered into by and between Hood County Juvenile Probation Department ("Contracting County") and G4S Youth Services, LLC, ("Service Provider") a Florida for-profit corporation, certified by the Brown County Juvenile Board under §51.125(a)(2), TEX FA. CODE, registered with the Texas Juvenile Justice Department, and in compliance with all applicable standards under Title 37 Texas Administrative Code, to provide child care services.

ARTICLE I
PURPOSE

1.01 The purpose of this Residential Services Agreement is to provide Contracting County with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement Facility to be utilized is leased and operated by Service Provider, and is located at 800 FM 3254, Brownwood, Texas 76001. The business office of Service Provider is 800 FM 3254, Brownwood, Texas 76001.

ARTICLE II
TERM

2.01 The term of this agreement is for 12 months, commencing September 1, 2015 and ending August 31, 2016.

ARTICLE III
SERVICES

3.01 Service Provider will provide the following level of care services:

Specialized mental health and substance abuse treatment services. Specialized level of care consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning.

3.02 Service Provider will also provide/perform the following services:

A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, hair cuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Contracting County.

B. Ensure that the child's parent(s) or legal guardian(s) and Contracting County are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately, if during working hours. After normal working hours, every effort will be made to notify Contracting County and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.

C. Provide to the Contracting County Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress towards goals in the Plan. The Individualized Treatment/Case Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s),

guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.

D. Initiate and document meetings to review the Individualized Treatment/Case Plan with the child and the assigned Residential Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home.

E. Maintain copies of the original Individualized Treatment/Case Plan and the periodic reviews.

F. Provide the Contracting County Department with a written report of the child's progress at reasonable intervals, not to exceed ninety (90) days, or on a more frequent basis, as follows: _____.

G. Document and maintain records pertaining to the number and type of investigations made by the Department of Family and Protective Services, the Department of Juvenile Justice, any law enforcement agency, or any other investigative agency. Such records shall be immediately made available to the Contracting County upon request.

H. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as other pre-approved expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s) , court ordered appointed conservator or Contracting County; however, in no case shall a child be denied any needed medical/psychiatric treatment due to the inability to pay.

I. Provide and document off-campus visits or furloughs upon request; however, the costs associated with off-campus visits or furloughs will be paid by the parent, guardian, or Contracting County.

J. In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for residential services, Service Provider shall notify the school district in which the facility is located not later than the third day after the date a child is placed in the facility.

ARTICLE IV
COMPENSATION

4.01 For and in consideration of the above-mentioned services, Contracting County agrees to pay the Service Provider the sum of $140.00 or $185.00 per day for each child, i.e., the daily rate, admitted under this Agreement. [NOTE: It is understood that the daily rate depends on the degree of specialized services mutually agreed to.] The daily rate shall be paid to the Service Provider for each day a child is in residential placement pursuant to billing and paying procedures agreed upon by Service Provider and Contracting County. Payment is due within 30 days of receipt of billing.

4.02 Psychiatric services will be provided to the child on an as needed basis. The Contracting County shall provide a written psychological or psychiatric evaluation. If the battery of tests included in the evaluation is older than six (6) months prior to admission, a clinical interview performed within six (6) months prior to admission shall be submitted with an updated diagnosis and prognosis.

4.03 Service Provider will submit an invoice for payment of services to the Contracting County on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Contracting County in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Contracting County in a timely manner.

4.04 Contracting County shall be responsible for all of the juvenile's medical expenses, including prescription medication. Contracting County may make arrangements directly with vendors for the provision of, and payment for, routine medical expenses, including without limitation, hospitalization and dental, for Post-Adjudication program juveniles, or can authorize in writing Service Provider to do so on behalf of Contracting County at Contracting County's expense.

4.05 If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of the Contracting County. The Administrator shall notify Contracting County of Outside Treatment within twenty-four (24) hours of its occurrence.

4.06 If during the course of residential treatment, the Contracting County determines that a part of the youth's treatment program should include time away from the residential setting of the Service Provider, such as weekends and holidays, prior to the completion of the youth's treatment and return home, and wishes that the youth return to the residential setting after a period away from the residential setting, the Contracting County shall request the Service Provider to retain space for the youth until his return. To this end, the Contracting County agrees to pay Service Provider the full amount due for such regularly scheduled days away from the residential setting or its program, provided they do not exceed ten (10) days per client and that prior approval has been obtained by the Contracting County. Furloughs will not be authorized for the first ninety (90) days of placement, or until the completion of the first Individualized Program Plan Review, whichever comes first, except in only highly unusual situations.

4.07 The Service Provider is under no obligation to retain space for the juvenile in an unauthorized departure situation; however, in no event shall the Contracting County pay for the days when the juvenile was absent without authorization, but no space in the program was retained for such absent client(s) by the Service Provider. The County must be informed in writing if and for how long the Service Provider intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Provider intends to retain the space.

4.08 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Contracting County under this contract. Service Provider shall account separately for state funds received and expended utilizing Generally Accepted Accounting Practices (GAAP). Upon request Service Provider will provide Contracting County with a copy of its most recent financial audit.

4.09 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

4.10 In the event that State Reimbursement Rates are increased during the duration of the terms of this contract, the new rates will become effective reflecting those of the increase.

4.11 Service Provider agrees to make claims for payment or direct any payment disputes to Contracting County's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.

4.12 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE V
ADDITIONAL TERMS & AGREEMENTS

5.01 Prior to transporting a child to the Facility for placement, the official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officers of Contracting County may be denied, if space limitations require, as determined by the Facility. Service Provider will make every reasonable effort to place the child expeditiously.

5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order from the Juvenile Court of Contracting County. Service Provider is under no obligation to accept a client who is deemed inappropriate for placement in the program.

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

5.04 If a child is accepted by the Facility from Contracting County and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable, or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the representative of the Contracting County of this determination. The child shall be removed immediately from the Facility. It will be the responsibility of Contracting County to provide for the transportation for the removal of the child.

5.05 Service Provider agrees that the Facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.

5.06 Except as provided in Section 5.04, it is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Administrator of the Facility receives either a written authorization from the Contracting County that placed the child, or and Order of Release signed by the Judge of the Juvenile Court of the Contracting County.

5.07 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Contracting County, its agents, servants, or employees in any way to manage control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility.

5.08 Contracting County reserves the right to terminate the client's placement with Service Provider at its discretion. Service Provider must not release a client to any person or agency other than Contracting County without the express consent of an authorized agent of Contracting County.

ARTICLE VI
EXAMINATION OF PROGRAM & RECORDS

6.01 Service Provider agrees that it will permit Contracting County to examine and evaluate its program of services provided under the terms of this agreement periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interviews and the administration of questionnaires to the staff of Service Provider and the children, when deemed necessary.

6.02 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Contracting County any and all books, documents or other evidence pertaining to the direct costs and expenses of this Agreement.

6.03 Service Provider will keep a record of all services provided to Contracting County under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Contracting County. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.

6.04 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 the Contractor and the requirement to cooperate is included in any subcontract it awards.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children placed by Contracting County, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

7.02 Service Provider and Contracting County agree to abide by Title 37, Part 11, Chapter 380, Subchapter G, Division 1, Rule §380.9909, relating to Access to Youth Information and Records.

ARTICLE VIII
DUTY TO REPORT

8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Contracting County) within twenty-four (24) hours from the time the allegation is made, to all of the following:

A. Local law enforcement agency;

B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and,

C. Contracting County.

ARTICLE IX
DISCLOSURE OF INFORMATION

9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Contracting County, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Contracting County:

A. Any and all corrective action required by any of Service Provider's licensing authorities;

B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;

D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;

E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and,

F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X
EQUAL OPPORTUNITY

10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Provider agrees it:
(a) Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.
(b) Will, in all solicitations or advertisement for employees placed by or on behalf of the Service Provider, state that all qualified applicants for positions in the Facility, will receive consideration for employment without regard to race, color, religion, sex, or national origin.
(c) Shall abide by all applicable federal, state and local laws and regulations, including the Prison Rape Elimination Act of 2003, 42 U.S.C. 15601 et seq.

10.02 Service Provider agrees that it will not engage in any religious indoctrination or require any of the children placed with the Service Provider under this Agreement to participate in any religious activity. Service Provider further agrees that it will not impose any sanctions or deny any benefits to any children placed with the Service Provider under this Agreement solely on account of the child's religious beliefs or because the child does not participate in religious activities. Service Provider further agrees that it will not engage in any activity with respect to the children placed with the Service Provider under this Agreement that would constitute an establishment of religious or in any manner violate the rights of the children to religious freedom under the First Amendment of the United States Constitution.

ARTICLE XI
OFFICIALS NOT TO BENEFIT

11.01 No officer, employee or agent of Contracting County and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XII
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

12.01 Contracting County may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.

E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually receive.

F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.

G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.

H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.

I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.

J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

ARTICLE XIII
TERMINATION

13.01 The term of this Contract shall be for a period of twelve months from the effective date; however, if either party feels in its judgment that the contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice of Termination. At 12:00 o'clock Midnight, thirty (30) calendar days after the date of the Notice of Termination, this contract shall terminate, become null and void, and be of no further force or effect. Such termination shall not affect or diminish Contracting County's responsibility for payment of any amounts due and owing at the time of termination of the contract. Contracting County shall remove at its expense all children placed in the Facility on or before the termination date.

13.02 Service Provider shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

ARTICLE XIV
WAIVER OF SUBROGATION

14.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Contracting County. Service Provider also waives any rights it may have to indemnification from Contracting County.

ARTICLE XV
INDEMNIFICATION

15.01.1 It is further agreed that Service Provider will indemnify and hold harmless Contracting County against any and all negligence, liability, loss, costs, claims or expenses arising out of wrongful and negligent act(s) of commission or omission by Service Provider, its agents, servants or employees arising from activities

under this contract. Service Provider shall have no obligation to indemnify and hold harmless Contracting County for any act(s) of commission or omission of the County or the County's agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

ARTICLE XVI
SOVEREIGN IMMUNITY

16.01 This Agreement is expressly made subject to Contracting County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Contracting County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVII
REPRESENTATIONS & WARRANTIES

17.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;

B. That is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Contracting County or any political subdivision thereof; and,

C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Contracting County upon request. Furthermore, the Contracting County shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Contracting County.

D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XVIII
TEXAS LAW TO APPLY

18.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE XIX
VENUE

19.01 Exclusive venue for any litigation arising from this Agreement shall be in _____ County, Texas.

ARTICLE XX
LEGAL CONSTRUCTION

20.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXI

PRIOR AGREEMENTS SUPERSEDED

21.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Contracting County for the children placed in the Facility by the Judge of Contracting County having juvenile jurisdiction.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL. IN WITNESS WHEREOF, we hereunto affix our signature this _____day of _____, 20___.

Contracting County
Probation Department

_____
Chief Contracting County Officer

G4S Youth Services, LLC

_____
Regional Director

Contracting County

_____
Authorized Personnel
COUNTY AUDITOR
FISCAL OFFICER