

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

Notice of the regular meeting of the Hood County Juvenile Board on Wednesday, August 22, 2012, at 8:00 AM in the Central Jury Room located in the Hood County Justice Center at 1200 W. Pearl St., Granbury, TX. At which meeting, the following subjects will be discussed, and the following matters acted upon:

### Agenda:

- I. Call to order
- II. Approve minutes from previous meeting(s).
- III. Review requests for budget line item amendments and consider for approval.
- IV. 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 Granbury Regional Juvenile Center.
- VIII. Ratify the following contracts:
  - A. Pre-Adjudication with Granbury Regional Juvenile Justice Center
  - B. Post-Adjudication with Granbury Regional Juvenile Justice Center
  - C. Pre-Adjudication with Grayson County
  - D. Post-Adjudication with Grayson County
  - E. Pre-Adjudication with Rockdale Juvenile Justice Center
  - F. Post-Adjudication with Rockdale Juvenile Justice Center
  - G. Non-Residential Services with Woods Polygraph Services
  - H. Non-Residential Services with Lena Pope Home
    - This one will be a new contract for Non-Residential Services with Dr. Parnell Ryan
  - I. Non-Residential Services with Belinda Tuck, LPC
  - J. Non-Residential Services with Heather Brogan-McCarty
    - This is one will be a new contract for Non-Residential Services with Altman Psychological Services, PLLC

ADJOURN

A handwritten signature in black ink, appearing to read "Darrell Cockerham".

DARRELL COCKERHAM, COUNTY JUDGE

Notice of meeting/agenda posted at Hood County Justice Center, 1200 W. Pearl St., Granbury, Texas, on 8-16, 2012 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. 1414 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 AT 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 AUGUST 22, 2012.

REGARDING ITEM 2: MOTION MADE BY JUDGE\_\_WALTON\_\_ TO APPROVE THE MINUTES OF THE JULY 31, 2012 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 JULY 16, 2012 – JULY 29, 2012. 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\_\_COCKERHAM\_\_. MOTION CARRIED. SEE ATTACHED.

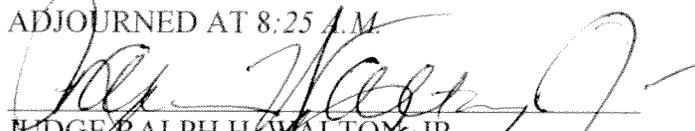
REGARDING ITEM 7: TED COOLEY, FACILITY ADMINISTRATOR FOR THE GRANBURY REGIONAL JUVENILE CENTER GAVE A MONTHLY UPDATE.

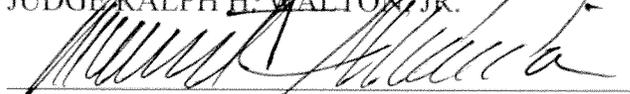
REGARDING ITEM 8:

- A. MOTION MADE BY JUDGE\_\_WALTON\_\_ TO RATIFY THE CONTRACT FOR PRE-ADJUDICATION WITH THE GRANBURY REGIONAL JUVENILE JUSTICE CENTER. SECONDED BY JUDGE\_\_MESSINA\_\_. MOTION CARRIED. SEE ATTACHED.
- B. MOTION MADE BY JUDGE\_\_WALTON\_\_ TO RATIFY THE CONTRACT FOR POST-ADJUDICATION WITH THE GRANBURY REGIONAL JUVENILE JUSTICE CENTER. SECONDED BY JUDGE\_\_MESSINA\_\_. MOTION CARRIED. SEE ATTACHED.
- C. MOTION MADE BY JUDGE\_\_WALTON\_\_ TO RATIFY THE CONTRACT FOR PRE-ADJUDICATION WITH GRAYSON COUNTY. SECONDED BY JUDGE\_\_COCKERHAM\_\_. MOTION CARRIED. SEE ATTACHED.
- D. MOTION MADE BY JUDGE\_\_WALTON\_\_ TO RATIFY THE CONTRACT FOR POST-ADJUDICATION WITH GRAYSON COUNTY. SECONDED BY JUDGE\_\_COCKERHAM\_\_. MOTION CARRIED. SEE ATTACHED.
- E. MOTION MADE BY JUDGE\_\_MESSINA\_\_ TO RATIFY THE CONTRACT FOR PRE-ADJUDICATION WITH ROCKDALE JUVENILE JUSTICE CENTER. SECONDED BY JUDGE\_\_COCKERHAM\_\_. MOTION CARRIED. SEE ATTACHED.

- F. MOTION MADE BY JUDGE\_MESSINA\_ TO RATIFY THE CONTRACT FOR POST-ADJUDICATION WITH ROCKDALE JUVENILE JUSTICE CENTER. SECONDED BY JUDGE\_COCKERHAM\_. MOTION CARRIED. SEE ATTACHED.
- G. MOTION MADE BY JUDGE\_WALTON\_ TO RATIFY THE CONTRACT FOR NON-RESIDENTIAL SERVICES WITH WOODS POLYGRAPH SERVICES. SECONDED BY JUDGE\_MESSINA\_. MOTION CARRIED. SEE ATTACHED.
- H. MOTION MADE BY JUDGE\_MESSINA\_ TO RATIFY THE CONTRACT FOR NON-RESIDENTIAL SERVICES WITH LENA POPE HOME. SECONDED BY JUDGE\_COCKERHAM\_. MOTION CARRIED. SEE ATTACHED.
- MOTION MADE BY JUDGE\_COCKERHAM\_ TO APPROVE THE CONTRACT FOR NON-RESIDENTIAL SERVICES WITH DR. PARNELL RYAN. SECONDED BY JUDGE\_MESSINA\_. MOTION CARRIED. SEE ATTACHED.
- I. MOTION MADE BY JUDGE\_WALTON\_ TO RATIFY THE CONTRACT FOR NON-RESIDENTIAL SERVICES WITH BELINDA TUCK, LPC. SECONDED BY JUDGE\_MESSINA\_. MOTION CARRIED. SEE ATTACHED.
- J. MOTION MADE BY JUDGE\_WALTON\_ TO RATIFY THE CONTRACT FOR NON-RESIDENTIAL SERVICES WITH HEATHER BROGAN-MCCARTY. SECONDED BY JUDGE\_MESSINA\_. MOTION CARRIED. SEE ATTACHED.
- MOTION MADE BY JUDGE\_COCKERHAM\_ TO APPROVE THE CONTRACT FOR NON-RESIDENTIAL SERVICES WITH ALTMAN PSYCHOLOGICAL SERVICES, PLLC. SECONDED BY JUDGE\_WALTON\_. MOTION CARRIED. SEE ATTACHED.

ADJOURNED AT 8:25 A.M.

  
JUDGE RALPH H. WALTON, JR.

  
JUDGE VINCENT MESSINA

  
JUDGE DARRELL COCKERHAM

CERTIFICATION FOR THE PAYMENT OF BILLS

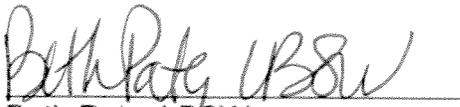
THE STATE OF TEXAS

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 22nd day of August, 2012 with the following exceptions: None

(list, if any)

CERTIFIED BY CHIEF ADMINISTRATIVE OFFICER

  
Beth Pate, LBSW

ALL RECORDS FROM 08/22/2012 TO 08/22/2012 DATE-TO-BR-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INVT#	VP DATE	PD PO NO	AMOUNT
COMDATA P O BOX 900 BRENTWOOD TN 37024	2012 010-570-331	FUEL & OIL	JUV/JULY FUEL	XY751080412	08/17/12	11 125278	140.36
DUE FROM GEN FUND - INDIG 112-131-010	2012 010-570-400	ATTORNEY FEES	JUV/REIMBURSE INDIG 6/28/12-8/15/12		08/15/12	11	900.00
GRAYSON COUNTY DEPARTMENT OF JUVENILE SERVICES 86 DYESS DENISON TX 75020	2012 052-452-404 2012 052-452-404	SECURE PLACEMENT SECURE PLACEMENT	JUV/G.S. JUL PLACEM 5219 JUV/A.S. JUL PLACEM 5219		08/17/12	12 125257	3,038.00 1,274.00
GULF COAST TRADES CENTER 143 FOREST SERVICE ROAD # NEW WAVERLY TX 77358	2012 010-570-487 2012 053-458-487	POSTER CARE POSTER CARE	JUV/K.L. JUL PLACEM 5780 JUV/K.L. JUL PLACEM 5780		08/17/12	11 125277	2,379.99 601.28
JP MORGAN CHASE BANK, NA ACCT#5567 0879 0002 9290 PO BOX 94016 PALATINE IL 60094	2012 010-570-425 2012 010-570-425	ELECTIVE TRAVEL & ELECTIVE TRAVEL &	JUV/S. SANDERS EXPE 8/1/12 JUV/D. SMITH EXPENS JULY 2012		08/17/12	11 125353	7.78 8.00
LINDA L. BAILEY, LPC 3212 COLLINGSWORTH STE 7 FORT WORTH TX 76107	2012 010-570-407 2012 010-570-407	PSYCHOLOGICAL SERV PSYCHOLOGICAL SERV	JUV/K.T. PARENT MEE JULY 2012 JUV/K.T. FAMILY SES JULY 2012		08/17/12	11 125189	150.00 65.00
MARTIN'S OFFICE SUPPLY, I 822 W PEARL ST GRANBURY TX 76048	2012 010-570-330 2012 010-570-330	SUPPLIES SUPPLIES	JUV/AUDIO CASSETTES 71217 JUV/PENCILS 71217		08/17/12	11 125250	4.79 1.68
GRANBURY TX 76048	2012 010-570-330 2012 010-570-330	SUPPLIES SUPPLIES	JUV/FILE FOLDERS 71217 JUV/STICKY NOTES 71217		08/17/12	11 125250	10.94 6.79
2012 010-570-330 2012 010-570-330	SUPPLIES SUPPLIES	JUV/STICKY NOTES 71217 JUV/COLOR STICKY PA 71217			08/17/12	11 125250	11.99 3.79
ONR SOURCE TOXICOLOGY 1209 GEMOA RED BLUFF PASADENA TX 77504	2012 010-570-485	DRUG TESTING	JUV/F.R. DRUG TEST 65698		08/17/12	11 125332	52.47 17.00
REDWOOD TOXICOLOGY LABORA PO BOX 5680 SANTA ROSA CA 95402	2012 010-570-485	DRUG TESTING	JUV/DRUG TESTING SU 00039620127		08/17/12	11 125339	20.62 20.62
SENTINEL OFFENDER SERVICE 2012 010-570-486	ELECTRONIC MONITOR	JUV/F.R. JUL ELEC M 71809			08/17/12	11 125333	88.35

ALL RECORDS FROM 08/22/2012 TO 08/22/2012 DATE-TO-BR-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INVT#	VP DATE	PD PO NO	AMOUNT
220 TECHNOLOGY DRIVE STE IRVINE CA 92618							88.35
SPARKLETT'S - DS WATERS OF P O BOX 403628	2012 010-570-330	SUPPLIES	JUV/COOLER RENTAL	8788499072812	08/17/12	11 125188	2.00
ATLANTA GA 30384	2012 010-570-330	SUPPLIES	JUV/WATER	8788499072812	08/17/12	11 125188	6.50
WAL-MART COMMUNITY BRC ACCT# 6032 2020 4000 1597 PO BOX 530934 ATLANTA GA 30353	2012 010-570-416	CLOTHING - CLIENT	JUV/G.S. SHOES	031282	08/17/12	11 125179	24.87
XEROX CORPORATION PO BOX 731892 DALLAS TX 75373	2012 010-570-329	COPIER LEASE	JUV/JUL COPY MACHIN	063219399	08/17/12	11 125276	343.23
4M GRANBURY YOUTH SERVICE 696 N. FM 487 ROCKDALE TX 76567	2012 052-452-403	JUVENILE DETENTION	JUV/DETENTION		08/17/12	12 125249	5,580.00
	2012 052-452-404	SECURE PLACEMENT	JUV/T.L. PLACEMENT		08/17/12	12 125249	125.00
	2012 052-452-404	SECURE PLACEMENT	JUV/N.L. PLACEMENT		08/17/12	12 125249	140.00
	2012 010-570-405	MEDICAL SERVICE	JUV/A.S. TB TEST	7/14/12	08/17/12	11 125249	40.00
	2012 010-570-405	MEDICAL SERVICE	JUV/A.S. DR VISIT	7/13/12	08/17/12	11 125249	60.33
	2012 010-570-405	MEDICAL SERVICE	JUV/T.L. RX	7/5/12	08/17/12	11 125249	4.00
	2012 010-570-407	PSYCHOLOGICAL SERV	JUV/A.S. PSY EVAL A	7/2/12	08/17/12	11 125249	150.00
	2012 052-452-404	SECURE PLACEMENT	JUV/N.L. PLACEMENT		08/17/12	12 125249	4,200.00
	2012 052-452-404	SECURE PLACEMENT	JUV/T.L. PLACEMENT		08/17/12	12 125249	3,750.00

TOTAL CHECKS TO BR WRITTEN 23,443.34

14,049.33

**HOOD COUNTY JUVENILE BOARD  
JUVENILE PROBATION PAYROLL**

Payroll from July 16 through July 29, 2012

Paid on August 3, 2012

<b>Total Payroll - Fund 56</b>	<b>\$</b>	<b><u>12,774.07</u></b>
<b>Total Employees Paid</b>		<b>5</b>

Motion Made by Board Member

*Joe Vally Jr.*

To ratify Payroll as presented.

Seconded by Board Member

*April Cochran*

All voted AYE, motion carried.

Approved this 22nd day of August, 2012

Juvenile Probation Director

*Beth Pak, JPBW*

Treasurer

*Kathy Davis*

Auditor

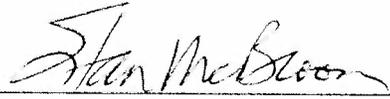
*Stan McBoon*

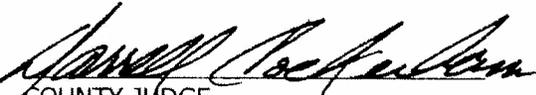


## HOOD COUNTY PERSONNEL AND RISK MANAGEMENT

THE ATTACHED PERSONNEL CHANGES HAVE BEEN APPROVED BY THE JUVENILE BOARD ON  
AUGUST 22, 2012

  
PERSONNEL DIRECTOR

  
AUDITOR

  
COUNTY JUDGE

  
DISTRICT JUDGE

  
JUVENILE PROBATION DIRECTOR

  
COUNTY COURT AT LAW JUDGE

Juvenile Board  
 Changes For  
 August 22, 2012

Salary Changes	Effective Date	From	To	Increase	Annual Salary	Next Review Date	Employee #
Beth Pate, Juvenile Probation Director	9/1/2012	2,115.38	2,157.69	42.31	56,099.94	9/1/2013	056-410-952
Anna-Belle Ballew, Juv. Prob. Officer	9/1/2012	1,200.00	1,224.00	24.00	31,824.00	9/1/2013	056-410-948
Terrie Parker, Office Manager	9/1/2012	1648.02	1,680.98	32.96	43,705.48	9/1/2013	056-410-858
LaShae Sanders, Juv. Probation Officer	9/1/2012	1,153.85	1,176.93	23.08	30,600.18	9/1/2013	056-410-255
Deana Smith, Juv. Probation Officer	9/1/2012	1,153.85	1,176.93	23.08	30,600.18	9/1/2013	056-410-240
<b>Terminations</b>							
None							
<b>New Hires</b>							
None							
<b>Comp Time in Excess of 50 hours as of 8/12/2012</b>							
None							
<b>Comp Time Liability as of 8/12/2012</b>		<b>From</b>	<b>To</b>				
Juvenile Probation Fund 056		588.87	614.15				
<b>Total Liability</b>		<b>From</b>	<b>To</b>	<b>Difference</b>			
<b>Fund</b>		<b># Employees</b>	<b># Employees</b>				
Juvenile Probation Department		5	5	0			
<b>Additional Information</b>							
Beth Pate, Juvenile Probation Director, 2% Annual Increase							
Anna-Belle Ballew, Juvenile Probation Officer, 2% Annual Increase							
Terrie Parker, Office Manager, 2% Annual Increase							
LaShae Sanders, Juvenile Probation Officer, 2% Annual Increase							
Deana Smith, Juvenile Probation Officer, 2% Annual Increase							

CONTRACT AND AGREEMENT FOR SECURE LONG-TERM  
RESIDENTIAL SERVICE OF JUVENILE OFFENDERS  
SPACE AVAILABLE

STATE OF TEXAS §

COUNTY OF HOOD §

§

4M GRANBURY YOUTH SERVICES, INC  
dba GRANBURY REGIONAL JUVENILE JUSTICE CENTER  
Residential Services  
September 1, 2012 - August 31, 2013

This Agreement is entered into by and between **Hood County**, at the request of and on behalf of the **Hood County Juvenile Probation Department** and **4M Granbury Youth Services, Inc., dba Granbury Regional Juvenile Justice Center**, a Texas for-profit corporation, licensed to provide child care services by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over this facility ("Service Provider").

ARTICLE I  
PURPOSE

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation 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 owned and operated by Service Provider, and is located at 1300 Crossland, Granbury, Texas 76048. The business office of Service Provider is 696 N. FM 487, Rockdale, Texas 76567.

ARTICLE II  
TERM

- 2.01 The term of this agreement is for 12 months, commencing September 1, 2012 and ending August 31, 2013. This Contract shall automatically renew and extend for an additional one year period on the first day of September of each succeeding year unless CONTRACTOR gives written notice to SERVICE PROVIDER not less than 30 days prior to the first day of September of such succeeding anniversary. This renewal and extension is subject to the availability of funds for the contract year, to the allocation of funds to meet the terms of this contract, and subject to the approval of the **Hood County Juvenile Board**. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates sums set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract.

ARTICLE III  
SERVICES

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

- A. Basic
- B. Specialized

The two level of care services delivery criteria as well as the required description of the characteristics of children will be in accordance with the definitions determined by the Texas Juvenile Justice Department.

3.02 Service Provider will 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 Juvenile Probation.
- B. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.
- C. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation 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 Juvenile Probation 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.
- D. Provide to the Juvenile Probation 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 following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
- E. Initiate and document meetings to review the Individualized Program 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. The Individualized Treatment 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.
- F. Maintain copies of the original Individualized Program Plan and the periodic reviews.

- G. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- H. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- I. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other 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 Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

ARTICLE IV  
EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
  - A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
    - 1. Ensure children complete residential placement.
    - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.
    - 3. Ensure children move down in their Level of Care as they progress in the treatment program.
  - B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
    - 1. The total number of children placed in residential placement.
    - 2. The total number of children who were discharged from residential placement successfully.
    - 3. The total number of re-referrals of children discharged from placements within six (6) months after release.
    - 4. The total number of children who move down in their Level of Care.
    - 5. The average length of time before a child moves down in the Level of Care.
  - C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
    - 1. Percentage of children in residential placement who will complete their placement as a successful discharge.
    - 2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
    - 3. Percentage of children who move down in their Level of Care.

- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V  
COMPENSATION

- 5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of **\$98** per day for each child, admitted under "Moderate" Level of Care, **\$140** per day for each child admitted under "Specialized" Level of Care, **\$125** per day for each child admitted into the 90 day Program and **\$98** per day for each child admitted into the 30 day Relapse Program. The Levels of Care are defined by the Texas Juvenile Justice Department. The daily rate shall be paid to the Service Provider for each day a child is in residential treatment pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider. The Substance Abuse, Female, and Mental Health Programs are recognized as Specialized programs and are reimbursable as such. The cost is based on the facility. **Payment is due within 30 days of receipt of billing.**
- 5.02 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer 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 Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.03 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 Juvenile Probation. Juvenile Probation agrees to indemnify and hold the Service Provider, its officers, administrator, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify Juvenile Probation of Outside Treatment within twenty-four (24) hours of its occurrence.
- 5.04 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
  2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.

- 5.05 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.
- 5.06 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.
- 5.07 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 5.08 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 5.09 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 VI  
ADDITIONAL TERMS & AGREEMENTS

- 6.01 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 officer's of Juvenile Probation may be denied if space limitations require as determined by the Facility.
- 6.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order from the Juvenile Court of **Hood County**.
- 6.03 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.
- 6.04 If a child is accepted by the Facility from Juvenile Probation 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 Juvenile Probation Department of **Hood County** of this determination. The child shall be removed immediately from the Facility. It will be the responsibility of Juvenile Probation to provide for the transportation for the removal of the child.
- 6.05 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.
- 6.06 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 a written authorization from the Juvenile Probation Department that originally detained the child.
- 6.07 It is further understood and agreed by the parties that children placed in the Facility may be

released to the Probation Officer or other appropriate authority of **Hood County** pursuant to: (a) Section 6.04 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of **Hood County**.

- 6.08 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit **Hood 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. However, it is also understood that the Juvenile Court of **Hood County** shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.
- 6.09 Juvenile Probation 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 Juvenile Probation without the express consent of an authorized agent of Juvenile Probation.
- 6.10 This Contract, Terms and Agreements are Transferable

ARTICLE VII  
EXAMINATION OF PROGRAM & RECORDS

- 7.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 7.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.
- 7.03 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 Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 7.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.
- 7.05 "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 VIII  
CONFIDENTIALITY OF RECORDS

- 8.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, 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.

ARTICLE IX  
DUTY TO REPORT

- 9.01 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 Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the **Hood County Sheriff's Office**);
  - B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (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. **Hood County Juvenile Probation Department.**

ARTICLE X  
DISCLOSURE OF INFORMATION

- 10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, 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 Juvenile Probation:
- 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 XI  
EQUAL OPPORTUNITY

- 11.01 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.

ARTICLE XII  
OFFICIALS NOT TO BENEFIT

- 12.01 No officer, employee or agent of Juvenile Probation 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 XIII  
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

- 13.01 Juvenile Probation 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.

**4M Granbury Youth Services, Inc.**  
1300 Crossland  
Granbury, Texas 76048

**Hood County**  
P.O. Box 2081  
Granbury, Texas 76048

- 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 XIV TERMINATION

- 14.01 The initial term of this Contract shall be for a period of **twelve months** from the effective date with the option of an automatic twelve month renewal: 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 **Hood County's** responsibility for payment of any amounts due and owing at the time of termination of the Contract. **Hood County** shall remove at its expense all children placed in the Facility on or before the termination date.

ARTICLE XV  
WAIVER OF SUBROGATION

- 15.01 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 Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVI  
INDEMNIFICATION

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless **Hood County** against any and all negligence, liability, loss, cost 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 **Hood 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 XVII  
SOVEREIGN IMMUNITY

- 17.01 This Agreement is expressly made subject to **Hood County** 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 **Hood County** has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVIII  
REPRESENTATIONS & WARRANTIES

- 18.01 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 **Hood**, or any political subdivision thereof;
  - 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 Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status

of insurance policies and shall promptly furnish updated certificates of insurance to Juvenile Probation.

- 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 XIX  
TEXAS LAW TO APPLY

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Hood County**, Texas.

ARTICLE XX  
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in **Hood County**, Texas.

ARTICLE XXI  
LEGAL CONSTRUCTION

- 21.01 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 XXII  
PRIOR AGREEMENTS SUPERSEDED

- 22.01 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.

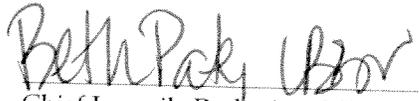
This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by **Hood County** for the children placed in the Facility by the Judge of **Hood 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 22nd day of August, 2012.

Hood County

4M Granbury Youth Services, Inc.

  
\_\_\_\_\_  
Beth Pak  
Chief Juvenile Probation Officer

  
\_\_\_\_\_  
Ted Cooley  
Facility Administrator

Hood County

  
\_\_\_\_\_  
Authorized Personnel

**CONTRACT AND AGREEMENT FOR SECURE SHORT-TERM  
DETENTION OF JUVENILE OFFENDERS  
SPACE AVAILABLE**

STATE OF TEXAS §  
COUNTIES OF HOOD §  
§

4M GRANBURY YOUTH SERVICES, INC  
dba GRANBURY REGIONAL JUVENILE JUSTICE CENTER  
Detention Services  
**September 1, 2012 - August 31, 2013**

This Agreement is entered into by and between **Hood County**, at the request of and on behalf of the **Hood County Juvenile Probation Department** and **4M Granbury Youth Services, Inc., dba Granbury Regional Juvenile Justice Center**, a Texas for-profit corporation, licensed to provide child care services by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over this facility ("Service Provider").

ARTICLE I  
PURPOSE

- 1.01 Whereas **Hood County**, in order to carry out and conduct its juvenile program in Accordance with the Juvenile Justice Code, Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court. The placement facility to be utilized is owned and operated by Service Provider, and is located at 1300 Crossland, Granbury, Texas 76048. The business office of Service Provider is 696 N. FM 487, Rockdale, Texas 76567.

ARTICLE II  
TERM

- 2.01 The term of this agreement is for 12 months, commencing September 1, 2012 and ending August 31, 2013. This Contract shall automatically renew and extend for an additional one year period on the first day of September of each succeeding year unless CONTRACTOR gives written notice to SERVICE PROVIDER not less than 30 days prior to the first day of September of such succeeding anniversary. This renewal and extension is subject to the availability of funds for the contract year, to the allocation of funds to meet the terms of this contract, and subject to the approval of the **Hood County Juvenile Board**. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates sums set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract.

ARTICLE III  
PROVISIONS OF SERVICES

- 3.01 A. Service Provider will provide: room and board, supervision twenty-four hours per day, seven days a week; routine medical examination and treatment within the Facility (but shall not provide or pay for emergency examination, treatment, or hospitalization outside the Facility); an approved education program; recreation facilities; and counseling to each child placed within the Facility.
- B. If emergency examination, EMS treatment, health care treatment and/or hospitalization outside the Facility ("Outside Treatment") is 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 **Hood County** agrees to indemnify and hold harmless Service Provider, its officers, directors, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate Treatment. The Administrator shall notify the appropriate **Hood County Juvenile Services** officials of Outside Treatment within twenty-four (24) hours of its occurrence.
- C. Children from **Hood County** who are alleged to have engaged in delinquent conduct, indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any Juvenile Court having jurisdiction or its designated official. Children not released with forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the appropriate Juvenile Court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention Facility prior to the child's re-admission.
- D. 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.
- E. If a child is accepted by the Facility from **Hood 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 Probation Department of **Hood County** of this determination. The child shall immediately be removed from the Facility. It will be the responsibility of **Hood County** to provide for the transportation for the removal of the child.
- F. 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.
- G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from **Hood County**, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the Court Order issued at the conclusion of the initial detention hearing by the Judge of the appropriate Juvenile Court unless a new Order has been issued authorizing the continued detention, and a copy of the new Order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the Order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court

orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.

- H. It is further understood and agreed by the parties that should a child in pre-adjudication care not be removed as described above in paragraph (G), by 12:00 o'clock noon of the tenth (10) working day of an initial detention period, fifteenth working day if it is not, and a new Order authorizing continued detention has not been received at the Facility, an employee of Service Provider shall deliver the child to the Juvenile Court of the placing **Hood County** for which there will be an additional charge of .54(fifty-four) cents per mile.
- I. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of **Hood County** pursuant to: (a) paragraph E of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of the placing **Hood County**.
- J. Service Provider shall be in compliance with all Standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.
- K. Service Provider shall provide twenty (24) hour supervision for the client, including awake staff during sleeping hours in a Secure Facility.
- L. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to the Juvenile Probation Officer of the detaining Counties.
- M. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.
- N. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit the placing **Hood County**, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of **Hood County** shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

#### ARTICLE IV COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$95 per day for each child. The daily rate shall be paid to the Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility.
- 4.02 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal

Officer 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 Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

- 4.03 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
  2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 4.04 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.
- 4.05 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 4.06 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 4.07 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 in Secure Short-Term Detention, the official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officer's of Juvenile Probation may be denied if space limitations require as determined by the Facility.
- 5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a

proper order/ Authorization from the Juvenile Court of **Hood County**.

- 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 This Contract, Terms & Agreements are Transferable

ARTICLE VI  
EXAMINATION OF PROGRAM & RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- 6.03 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 Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 6.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.
- 6.05 "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 involved in Juvenile Probation, 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.

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 Juvenile Probation) within twenty-four (24) hours

from the time the allegation is made, to all of the following:

- A. Local law enforcement agency (such as the Hood County Sheriff's Office);
- B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (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. Hood County Juvenile Probation Department.

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 Juvenile Probation, 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 Juvenile Probation:
- 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.

ARTICLE XI  
OFFICIALS NOT TO BENEFIT

- 11.01 No officer, employee or agent of Juvenile Probation 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 Juvenile Probation 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. 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. 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, notice required in this Agreement shall be deemed to have been received when actually receive.

**4M Granbury Youth Services, Inc.**  
1300 Crossland Road  
Granbury, Texas 76048

**Hood County**  
P.O. Box 2081  
Granbury, Texas 76048

- 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 initial term of this Contract shall be for a period of **twelve months** from the effective date with the option of an automatic twelve month renewal; 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 **Hood County's** responsibility for payment of any amounts due and owing at the time of termination of the contract. **Hood County** shall remove at its expense all children placed in the Facility on or before the termination date.

#### ARTICLE XIV INDEMNIFICATION

- 14.01 It is further agreed that Service Provider will indemnify and hold harmless **Hood County**, against any and all negligence, liability, loss, cost, 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 Hood 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 XV  
REPRESENTATIONS & WARRANTIES

15.01 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 **Hood** or any political subdivision thereof;
- 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 Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Juvenile Probation.
- 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 XVI  
TEXAS LAW TO APPLY

16.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Hood County**, Texas.

ARTICLE XVII  
VENUE

17.01 Exclusive venue for any litigation arising from this Agreement shall be in **Hood County**, Texas.

ARTICLE XVIII  
LEGAL CONSTRUCTION

18.01 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 XIX  
PRIOR AGREEMENTS SUPERSEDED

19.01 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.

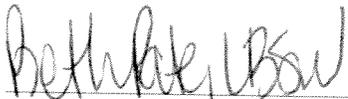
This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by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

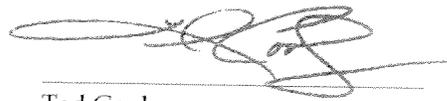
EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we hereunto affix our signature this 22nd day of August, 2012

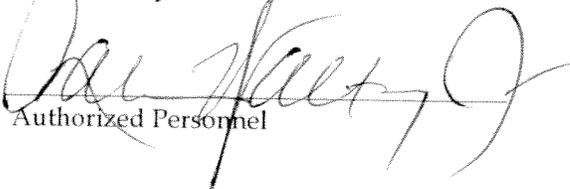
Hood County

4M Granbury Youth Services, Inc.

  
\_\_\_\_\_  
Chief Juvenile Probation Officer

  
\_\_\_\_\_  
Ted Cooley  
Facility Administrator

Hood County

  
\_\_\_\_\_  
Authorized Personnel

**CONTRACT FOR RESIDENTIAL SERVICES  
JUVENILE POST ADJUDICATION FACILITY  
GRAYSON COUNTY**

This Agreement is made by and entered into and between Grayson County, Texas, acting through the Grayson County Juvenile Board, by its duly authorized representative, and Hood County Texas, acting through the Hood County Juvenile Board by its duly authorized Chairman or its representative.

**WITNESSETH**

WHEREAS, Grayson County, Texas, and the Grayson County Juvenile Board operate the Cooke, Fannin and Grayson County Post-Adjudication Facility (hereinafter referred to as Facility); and

WHEREAS, Hood County 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 Grayson County, Texas and operated under the authority of the Grayson 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, Grayson County desires to make the Facility available to Hood County for such use and purpose, and Hood County desires to contract for the use of said Facility; and

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

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

**I. TERM**

The term of this agreement shall be from the effective date of September 1, 2012 to August 31, 2013. It may thereafter be renewed annually at the discretion of Grayson County Juvenile Board.

## II. FACILITY GOALS

Facility has established the following as its goals in serving clients:

1. The child shall attend academic classes five (5) hours per day while Sherman ISD is in session covering the core courses at the students assigned grade level;
1. The child shall receive life skills training, which may include: MRT®, Fatherhood or anger management five (5) hours per week through departmental staff;
2. The child shall receive weekly substance abuse education, group counseling or social skills training; as determined by a jointly agreed upon case plan;
3. The child shall complete community service restitution projects as assigned;
4. The child shall be involved in physical training activities that are centered around stamina and strength; and,
5. The child will receive case management services including case plan, treatment teams when required and aftercare planning.

## III. 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.
1. A written Individualized Case Plan shall be developed by the appropriate facility staff in concert with the child, parent and/or court officer.
2. Routine medical and dental services as determined in this written Agreement.
3. Structured and supervised physical training activities.
4. Access to free, appropriate public education and related services through the Sherman Independent School district in Grayson County and within guidelines set by State and Federal law.
5. Therapeutic intervention within the milieu designed to improve the child's functioning.

6. Formalized behavior programs and therapeutic interventions implemented by professional and paraprofessional staff under the direct supervision of professional staff.
7. Conformance to all applicable standards set forth by the Texas Juvenile Probation Commission (TJPC) for the operation of secure post-adjudication facilities.
8. A staff-to-child ratio as governed by TJPC certification standards.
1. Procedures ensuring the child is not released to any person or agency other than Hood County.

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

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

The facility has been duly inspected and certified as being suitable for post-adjudication of juveniles by the Grayson County Juvenile Board and the Board has approved the programs, policies and procedures under which the facility is managed. The facility is registered and monitored by the Texas Juvenile Probation Commission.

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

The Facility agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

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

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

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

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

## VI. PRIVATE SERVICE PROVIDERS

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

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

## VII. COMPENSATION

Grayson County shall charge a daily contract rate to Hood County which is determined by the Texas Juvenile Probation Commission residential reimbursement program. The current FY 2012 contract rate for all services is as follows:

TYPE OF SERVICE	FY 2013 CONTRACT RATE
Standard Residential	\$98.00
Specialized Residential	\$140.00
Psychiatric Medical Review	COST
Psychological Counseling	\$65.00 hr. individual \$25.00 hr. group
Psychological (Full Battery)	\$550.00
LPC Psychological Evaluation	\$220.00
Medical Services	COST
Dental Services	COST

In no event, however, shall the monthly FY 2013 contract rate cost to Hood County exceed Grayson County's actual cost per day per child in operating the Facility.

Hood County agrees to pay Grayson County the monthly FY 2013 contract rate cost from current revenues. The Grayson County Department of Juvenile Services shall submit an invoice to Hood County within ten (10) days after each billing period. Hood County agrees to submit payment to:

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

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

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

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

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

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

**IX. PLACEMENT OF CHILDREN**

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

Children from Hood County who are adjudicated in accordance with the provision of the Texas Family Code, Title 3, Juvenile Justice Code, shall be admitted to the Facility only under authority of the Juvenile Court of Hood County or its designated official. A certified copy of the Adjudication and Disposition Order must be delivered to the Facility prior to or contemporaneous with the child's admission.

No child admitted to the Facility under this agreement shall be detained in violation of any state or federal law. Grayson County hereby notifies Hood County and its officials, agents and employees, that Grayson County fully complies with the mandates of the Federal Juvenile Justice and Delinquency Prevention Act of 1974, as amended 1977, 1980, 1984, in regard to the detention of status offenders as that phrase is commonly

understood. No child will be admitted or detained in the Facility if the detention is based solely on that child being a status offender. Hood County is solely responsible for the transportation of any child placed at the Facility unless prior arrangements are made with Grayson County.

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

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

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

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

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

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

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

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

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

## **XI. DEFAULT**

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

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

## **XII. TERMINATION**

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

After receipt of notice of termination, Hood County shall remove all children placed in the Facility on or before the termination date. No child shall be accepted by the Facility after receipt of said notice.

## **XIII. 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 Grayson County: Grayson County Department of Juvenile Services  
ATTN: Bill C. Bristow  
86 Dyess  
Denison, Texas 75020

To Hood County: Chief Beth Pate  
Juvenile Probation Department  
P. O. Box 2081  
Granbury, TX 76048

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

#### **XIV. OFFICIALS NOT TO BENEFIT**

No official, member, or employee of Grayson County or Hood County and no member of their governmental bodies, and no other public officials of the Grayson County Juvenile Board or the Hood County Juvenile Board who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest and shall not have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

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

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

#### **XV. 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 Grayson County, Texas.

#### **XVI. INTERPRETATION OF CONTRACT**

This contract supersedes all previous agreements and contracts between the parties for these purposes. Said previous contracts shall terminate, become null and void, and be

of no further force or effect on the effective date of this contract.

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

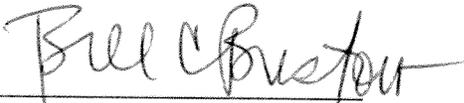
This agreement this date executed is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing contract is a contract providing for the (1) care of juveniles who have been adjudicated in accordance with the provisions of the Juvenile Justice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

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

Executed in duplicate originals this 22nd day of August, 2012.

GRAYSON COUNTY  
Department of Juvenile Service

Hood County  
Juvenile Probation Department



Bill C. Bristow, LMSW-AP  
Director



Date: 8/27/12

Date: 8/22/12



- 3.02 Service Provider will 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 Juvenile Probation.
  - B. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents and worker contacts. Any and all associated with off-campus visits or furloughs will be paid by the parent or guardian.
  - C. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation 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 Juvenile Probation 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.
  - D. Provide to the Juvenile Probation 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 following nine (9) domains: medical; safety and security; recreational; educational; mental/behavioral health; relationship; socialization; permanence; parent and child participation.
  - E. Initiate and document meetings to review the Individualized Program 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. The Individualized Treatment 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.
  - F. Maintain copies of the original Individualized Program Plan and the periodic reviews.
  - G. Provide the Juvenile Probation Department with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
  - H. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to Juvenile Probation for periodic inspection.

- I. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other 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 Juvenile Probation, to be paid by either Juvenile Probation, health insurance or Medicaid coverage. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.

ARTICLE IV  
EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.
  - A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
    1. Ensure children complete residential placement.
    2. Prevent re-referrals of children during the six (6) months following release from residential placement.
    3. Ensure children move down in their Level of Care as they progress in the treatment program.
  - B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
    1. The total number of children placed in residential placement.
    2. The total number of children who were discharged from residential placement successfully.
    3. The total number of re-referrals of children discharged from placements within six (6) months after release.
    4. The total number of children who move down in their Level of Care.
    5. The average length of time before a child moves down in the Level of Care.
  - C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
    1. Percentage of children in residential placement who will complete their placement as a successful discharge.
    2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
    3. Percentage of children who move down in their Level of Care.
- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V  
COMPENSATION

- 5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$98 per day for each child, admitted under "Moderate" Level of Care, \$140 per day for each child admitted under "Specialized"

Level of Care and \$225 per day for each child admitted under "Intensive" Level of Care. The Levels of Care are defined by the Texas Juvenile Justice Department. 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 Juvenile Probation and Service Provider. For children participating in sex offender treatment, the cost of the Offense Summary Polygraph and the Sexual History Polygraph will be paid by the Service Provider at a rate of \$175 per exam. Additional polygraphs required due to the child failing one or both of the aforementioned exams will be paid by Juvenile Probation at a rate of \$175 per exam. The cost is based on the projected actual cost of care for children in the facility. **Payment is due within 30 days of receipt of billing.**

- 5.02 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer 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 Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.03 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 Juvenile Probation. Juvenile Probation agrees to indemnify and hold the Service Provider, its officers, administrator, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify Juvenile Probation of Outside Treatment within twenty-four (24) hours of its occurrence.
- 5.04 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
  2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 5.05 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.
- 5.06 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.

- 5.07 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 5.08 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 5.09 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 VI  
ADDITIONAL TERMS & AGREEMENTS

- 6.01 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 officer's of Juvenile Probation may be denied if space limitations require as determined by the Facility.
- 6.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order from the Juvenile Court of **Hood County**.
- 6.03 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.
- 6.04 If a child is accepted by the Facility from Juvenile Probation 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 Juvenile Probation Department of **Hood County** of this determination. The child shall be removed immediately from the Facility. It will be the responsibility of Juvenile Probation to provide for the transportation for the removal of the child.
- 6.05 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.
- 6.06 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 a written authorization from the Juvenile Probation Department that originally detained the child.
- 6.07 It is further understood and agreed by the parties that children placed in the Facility may be released to the Probation Officer or other appropriate authority of **Hood County** pursuant to: (a) section 6.04 of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of **Hood County**.
- 6.08 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit **Hood 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. However, it is also understood that the Juvenile Court of **Hood County** shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

- 6.09 Juvenile Probation 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 Juvenile Probation without the express consent of an authorized agent of Juvenile Probation.
- 6.10 This contract, terms and agreements are transferable.

ARTICLE VII  
EXAMINATION OF PROGRAM & RECORDS

- 7.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 7.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.
- 7.03 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 Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 7.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.
- 7.05 "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 VIII  
CONFIDENTIALITY OF RECORDS

- 8.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, 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.

ARTICLE IX  
DUTY TO REPORT

- 9.01 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 Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the **Milam County Sheriff's Office**);
  - B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (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. **Hood County Juvenile Probation Department**

ARTICLE X  
DISCLOSURE OF INFORMATION

- 10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, 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 Juvenile Probation:
- 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 XI  
EQUAL OPPORTUNITY

- 11.01 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.

ARTICLE XII  
OFFICIALS NOT TO BENEFIT

- 12.01 No officer, employee or agent of Juvenile Probation 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 XIII  
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

- 13.01 Juvenile Probation 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.

**4M Youth Services, Inc.**  
696 N FM 487  
Rockdale, Texas 76567

**Hood County**  
PO Box 2081  
Granbury, Texas 76048

- 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 XIV  
TERMINATION

- 14.01 The term of this Contract shall be for a period of twenty four 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 **Hood County's** responsibility for payment of any amounts due and owing at the time of termination of the contract. **Hood County** shall remove at its expense all children placed in the Facility on or before the termination date.

ARTICLE XV  
WAIVER OF SUBROGATION

- 15.01 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 Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVI  
INDEMNIFICATION

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless **Hood 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 **Hood 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 XVII  
SOVEREIGN IMMUNITY

- 17.01 This Agreement is expressly made subject to **Hood 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 **Hood County** has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVIII  
REPRESENTATIONS & WARRANTIES

- 18.01 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 **Hood**, or any political subdivision thereof;
  - 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 Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Juvenile Probation.
  - 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 XIX  
TEXAS LAW TO APPLY

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Milam County**, Texas.

ARTICLE XX

VENUE

20.01 Exclusive venue for any litigation arising from this Agreement shall be in **Milam County**, Texas.

ARTICLE XXI  
LEGAL CONSTRUCTION

21.01 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 XXII  
PRIOR AGREEMENTS SUPERSEDED

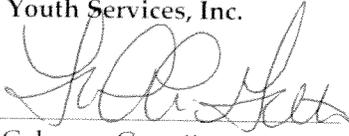
22.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

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 **Hood County** for the children placed in the Facility by the Judge of **Hood 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 22nd day of August, 2012

Hood County  
Probation Department  
  
Chief Juvenile Probation Officer

4M Youth Services, Inc.  
  
Tia Coleman-Garrett  
Facility Administrator

Hood County  
  
Authorized Personnel

CONTRACT AND AGREEMENT FOR SECURE SHORT-TERM  
DETENTION OF JUVENILE OFFENDERS  
SPACE AVAILABLE

STATE OF TEXAS §

COUNTY OF MILAM §

§

4M YOUTH SERVICES, INC  
dba ROCKDALE REGIONAL JUVENILE JUSTICE CENTER  
Detention Services  
September 1, 2012 - August 31, 2014

This Agreement is entered into by and between the **Hood County**, at the request of and on behalf of the **Hood County Juvenile Probation Department** and **4M Youth Services, Inc., dba Rockdale Regional Juvenile Justice Center**, a Texas for-profit corporation, licensed to provide child care services by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over this facility ("Service Provider").

ARTICLE I  
PURPOSE

- 1.01 Whereas **Hood County**, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code, Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status or in the post-dispositional treatment prescribed by the Court. The placement facility to be utilized is owned and operated by Service Provider, and is located at 696 N FM 487, Rockdale, Texas 76567. The business office of Service Provider is 696 N. FM 487, Rockdale, Texas 76567.

ARTICLE II  
TERM

- 2.01 The term of this agreement is for 24 months, commencing September 1, 2012 and ending August 31, 2014.

ARTICLE III  
PROVISIONS OF SERVICES

- 3.01 A. Service Provider will provide: room and board, supervision twenty-four hours per day, seven days a week; routine medical examination and treatment within the Facility (but shall not provide or pay for emergency examination, treatment, or hospitalization outside the Facility); an approved education program; recreation facilities; and counseling to each child placed within the Facility.
- B. If emergency examination, EMS treatment, health care treatment and/or hospitalization outside the Facility ("Outside Treatment") is 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 **Hood County**. **Hood County** agrees to indemnify and hold harmless Service Provider, its officers, directors, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate **Hood County** officials of Outside Treatment within twenty-four (24) hours of its occurrence.

- C. Children from **Hood County** who are alleged to have engaged in delinquent conduct, indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any Juvenile Court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the appropriate Juvenile Court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the Detention Order must be delivered to the detention Facility prior to the child's re-admission.
- D. 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.
- E. If a child is accepted by the Facility from **Hood 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 Probation Department of **Hood County** of this determination. The child shall immediately be removed from the Facility. It will be the responsibility of **Hood County** to provide for the transportation for the removal of the child.
- F. 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.
- G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from **Hood County**, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the Court Order issued at the conclusion of the initial detention hearing by the Judge of the appropriate Juvenile Court unless a new Order has been issued authorizing the continued detention, and a copy of the new Order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the Order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.
- H. It is further understood and agreed by the parties that should a child in pre-adjudication care not be removed as described above in paragraph (I), by 12:00 o'clock noon of the tenth (10) working day of an initial detention period, fifteenth working day if it is not, and a new Order authorizing continued detention has not been received at the Facility, an employee of Service Provider shall deliver the child to the Juvenile Court of the placing **Hood County** for which there will be an additional charge of .54 (fifty-four) cents per mile.
- I. It is further understood and agreed by the parties that, children may be released to the

Probation Officer or other appropriate authority of **Hood County** pursuant to: (a) paragraph E of this Agreement, (b) an Order of Release signed by the Judge of the Juvenile Court of the placing **Hood County**.

- J. Service Provider shall be in compliance with all Standards and requirements of the Texas Juvenile Probation Commission and all applicable State and Federal law.
- K. Service Provider shall provide twenty (24) hour supervision for the client, including awake staff during sleeping hours in a Secure Facility.
- L. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Probation Commission. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to the Juvenile Probation Officer of the detaining county.
- M. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.
- N. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit the placing **Hood County**, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of **Hood County** shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.
- O. It is further understood and agreed by the parties that **Hood County** will be financially responsible for any damages caused by any child that **Hood County** places at the Facility.

#### ARTICLE IV COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$95 per day for each child. The daily rate shall be paid to the Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility.
- 4.02 Psychiatric services will be provided to the child on an as needed basis. The initial psychiatric evaluation will be paid for by Juvenile Probation at the rate of \$200 per exam. Follow-up evaluations will be paid by Juvenile Probation at the rate of \$100 per exam.
- 4.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer 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 Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider

in proper form shall be paid by Juvenile Probation in a timely manner.

- 4.04 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
  2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 4.05 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.
- 4.06 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.
- 4.07 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 4.08 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 4.09 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 in Secure Short-Term Detention, the official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officer's of Juvenile Probation may be denied if space limitations require as determined by the Facility.
- 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 **Hood County**.
- 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 This contract, terms and agreements are transferable.

ARTICLE VI  
EXAMINATION OF PROGRAM & RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.
- 6.03 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 Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 6.04 Service Provider will keep a record of all services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.
- 6.05 "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 involved in Juvenile Probation, 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.

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 Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

- A. Local law enforcement agency (such as the **Milam County Sheriff's Office**);
- B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (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. **Hood County Juvenile Probation Department**

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 Juvenile Probation, 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 Juvenile Probation:
- 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.

ARTICLE XI  
OFFICIALS NOT TO BENEFIT

- 11.01 No officer, employee or agent of Juvenile Probation 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 Juvenile Probation 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. 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. 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, notice required in this Agreement shall be deemed to have been received when actually receive.

**4M Youth Services, Inc.**  
696 N FM 487  
Rockdale, Texas 76567

**Hood County**  
PO Box 2081  
Granbury, Texas 76048

- 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 twenty four 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 **Hood County's** responsibility for payment of any amounts due and owing at the time of termination of the contract. **Hood County** shall remove at its expense all children placed in the Facility on or before the termination date.

ARTICLE XIV  
INDEMNIFICATION

- 14.01 It is further agreed that Service Provider will indemnify and hold harmless **Hood 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 **Hood 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 XV  
REPRESENTATIONS & WARRANTIES

- 15.01 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 **Hood**, or any political subdivision thereof;
  - 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 Juvenile Probation. Furthermore the Juvenile Probation shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Juvenile Probation.
  - 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 XV  
TEXAS LAW TO APPLY

- 16.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Milam County**, Texas.

ARTICLE XVI  
VENUE

- 17.01 Exclusive venue for any litigation arising from this Agreement shall be in **Kerr County**, Texas.

ARTICLE XVII  
LEGAL CONSTRUCTION

- 18.01 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 XVIII  
PRIOR AGREEMENTS SUPERSEDED

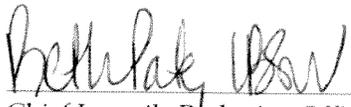
19.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

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 **Hood County** for the children placed in the Facility by the Judge of **Hood 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 22nd day of August, 2012.

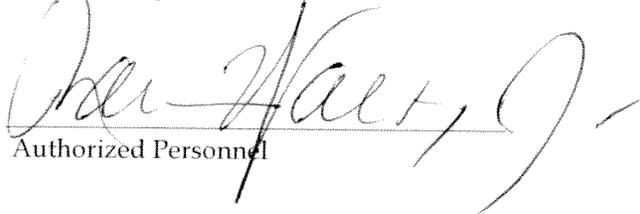
**Hood County**  
Probation Department

  
\_\_\_\_\_  
Chief Juvenile Probation Officer

**4M Youth Services, Inc.**

  
\_\_\_\_\_  
Tia Coleman-Garrett  
Facility Administrator

**Hood County**

  
\_\_\_\_\_  
Authorized Personnel

THE STATE OF TEXAS           §  
  §  
COUNTY OF HOOD             §

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

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

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

**WHEREAS**, the **Board** and **Juvenile Probation Department** desire to meet the mandated requirements by securing the **Polygraph Examinations**, for juveniles; and,

**WHEREAS**, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing **Polygraph Examinations, services**.

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

**SECTION I**  
**PURPOSE**

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

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

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

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

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

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

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

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

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

**Probation Department** the credentials of all persons performing services under this contract. **Provider** is prohibited from subcontracting with other providers in association with this agreement.

**SECTION II**  
**TERM**

**2.01** Term of this agreement is from **September 1, 2012** through **August 31, 2013** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

**SECTION III**  
**TERMINATION**

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

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

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

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

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

**SECTION IV**  
**ELIGIBILITY FOR SERVICES**

**4.01** The eligibility of juveniles to receive services hereunder shall be determined by **Board** and **Juvenile Probation** in accordance with the appropriate Federal and State rules, regulations and statutes.

**4.02** Only persons who have been referred to **Provider** on a form approved by the parties are eligible for the services provided in this agreement.

**4.03** For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

**SECTION V**  
**BILLING AND PAYMENT**

**5.01** As compensation for all services provided hereunder for the period **September 1, 2012 through August 31, 2013**. **Board** shall pay **Provider** the sum of \$ 200.00 per Polygraph Examination.

**5.02** **Provider** shall submit its bill to **Hood County Juvenile Probation Department** for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the fifth (5<sup>th</sup>) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, the date of service, a brief description of the services provided, typed progress reports and the rate at which services have been billed.

**5.03** Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to

be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

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

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

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

**SECTION VII**  
**LOCATION**

**7.01** It is understood and agreed by the parties that **Polygraph Examinations** shall be at the time and location as prescribed and directed by **Provider**, which must be approved by the **Hood County Juvenile Probation Department**.

**SECTION VIII**  
**REPORTS AND CONSULTATION**

**8.01** **Provider** shall prepare and deliver a typed report to the **Hood County Juvenile Probation Department** of each evaluation. Typed progress reports are to be submitted timely, no later than the fifth (5<sup>th</sup>) of the following month in which psychotherapy services were rendered.

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

**SECTION IX**  
**DATA PRIVACY**

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

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

**SECTION X**  
**ASSIGNMENTS**

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

**SECTION XI**  
**INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP**

**11.01** It is agreed by the parties that all times and for all purposes hereunder, **Provider** is an independent contractor and not an employee of the County. No statement contained in this agreement shall be construed so as to find **Provider** an employee of the County, and **Provider**

shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein.

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

## **SECTION XII SEVERABILITY**

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

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

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

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

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

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

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

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

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

**16.02** **Audit of PROVIDER.** PROVIDER understands that acceptance of state funds under this agreement acts as an acknowledgement and an acceptance of the authority of the State Auditor's Office, the Texas Juvenile Probation Commission or any successor agency, to conduct an audit or investigation in connection with those funds and PROVIDER agrees to full

cooperation with any such audit. As a vendor with Hood County Juvenile Probation I am eligible under section 231.066 of the Texas Family Code to receive State Funds.

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

**17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts.** In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan or payment and shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

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

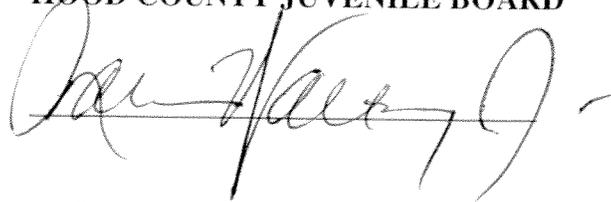
**18.01** **Provider** shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved, whichever is later.

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

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

**HOOD COUNTY JUVENILE BOARD**

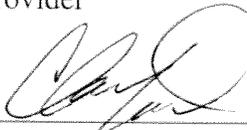
By:



Date: August 2, 2012

Wook & Associates Polygraph Svcs

Provider

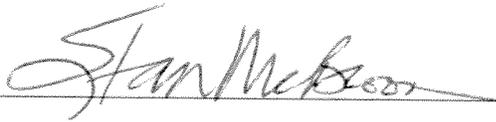
By: 

Signature

Date: 8-2-'12

**AUDITOR'S CERTIFICATE**

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



Stan McBroom, County Auditor

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HOOD

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

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

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

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

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

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

**SECTION I  
PURPOSE**

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

**1.02** A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

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

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

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

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

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

**1.06** **Provider** warrants that any and all persons providing services under this contract are fully licensed and qualified to provide such services. **Provider** will submit to the **Juvenile Probation Department** the credentials of all persons performing services under this contract. **Provider** is prohibited from subcontracting with other providers in association with this agreement.

## **SECTION II** **TERM**

**2.01** Term of this agreement is from **September 1, 2012** through **August 31, 2013** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

## **SECTION III** **TERMINATION**

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

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

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

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

**3.03** Prior to termination of a professional relationship with a child for any reason, the party terminating the relationship must take all reasonable steps to facilitate the transfer of

responsibility for the child to a qualified service provider, if necessary to prevent physical or emotional harm, and if not precluded by the patient or client's conduct, provides appropriate pre-termination counseling referral (adopted from the Texas Administrative Code Title 22 Section 465.21d).

#### **SECTION IV** **ELIGIBILITY FOR SERVICES**

**4.01** The eligibility of juveniles to receive services hereunder shall be determined by **Board** and **Juvenile Probation** in accordance with the appropriate Federal and State rules, regulations and statutes.

**4.02** Only persons who have been referred to **Provider** on a form approved by the parties are eligible for the services provided in this agreement.

**4.03** For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

#### **SECTION V** **BILLING AND PAYMENT**

**5.01** As compensation for all services provided hereunder for the period **September 1, 2012 through August 31, 2013**. **Board** shall pay **Provider** the sum of \$ 155.00 per individual/family assessment, \$85.00 per hour individual counseling, \$85.00 per hour for family counseling.

**5.02** **Provider** shall submit its bill to **Hood County Juvenile Probation Department** for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the fifth (5<sup>th</sup>) day of the month immediately following the month the services were

performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, the date of service, a brief description of the services provided, typed progress reports and the rate at which services have been billed.

**5.03** Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

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

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

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

#### **SECTION VII LOCATION**

**7.01** It is understood and agreed by the parties that **Individual/Family Counseling**, shall be at the time and location as prescribed and directed by **Provider**, which must be approved by the **Hood County Juvenile Probation Department**.

#### **SECTION VIII REPORTS AND CONSULTATION**

**8.01** **Provider** shall prepare and deliver a typed report to the **Hood County Juvenile Probation Department** of each evaluation. Typed progress reports are to be submitted timely, no later than the fifth (5<sup>th</sup>) of the following month in which psychotherapy services were rendered.

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

### **SECTION IX** **DATA PRIVACY**

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

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

### **SECTION X** **ASSIGNMENTS**

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

against **Provider**. No assignee of **Provider** shall assign any agreement without prior written approval of the **Board**

**SECTION XI**  
**INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP**

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

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

**SECTION XII**  
**SEVERABILITY**

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

termination to the other party.

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

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

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

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

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

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

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

**16.01** In providing all services pursuant to this contract, **Provider** shall abide by all

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

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

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

**17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts.** In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan or payment and shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

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

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

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

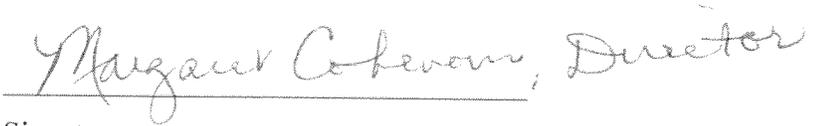
**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the dates written below.

**HOOD COUNTY JUVENILE BOARD**

By: 

Date: 8/22/12

  
Provider

By:   
Signature

Date: 8/3/12

**AUDITOR'S CERTIFICATE**

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



Stan McBroom, County Auditor

THE STATE OF TEXAS           §  
  §  
COUNTY OF HOOD           §

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

**THIS AGREEMENT** made and entered into by and between the **HOOD COUNTY JUVENILE PROBATION BOARD**, hereinafter referred to as "**Board**", and **Parnell E. Ryan, Ph. D**, hereinafter referred to as "**Provider**".

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

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

**WHEREAS**, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing **Individual/Family and Group Sex Offender counseling and Psychosexual Evaluations services**.

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

**SECTION I  
PURPOSE**

**1.01**           The purpose of this agreement is to make available to eligible juveniles **Individual/Family and Group Sex Offender counseling and Psychosexual Evaluations**. This

program and service is being established by the **Board** and **Juvenile Probation** to meet the mandates of the Federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

**1.02** A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

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

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

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

- A) Rates of successful probation and deferred prosecution completion;
- B) Rates of successful intensive supervision probation completion;
- C) Specifically, 75% or greater of those referred will successfully complete

- counseling requirements.
- D) At least 50% of the juveniles and families completing counseling will show improved individual and/or family functioning.

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

**1.06** **Provider** warrants that any and all persons providing services under this contract are fully licensed and qualified to provide such services. **Provider** will submit to the **Juvenile Probation Department** the credentials of all persons performing services under this contract. **Provider** is prohibited from subcontracting with other providers in association with this agreement.

## **SECTION II** **TERM**

**2.01** Term of this agreement is from **September 1, 2012** through **August 31, 2013** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

## **SECTION III** **TERMINATION**

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

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

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

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

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

#### **SECTION IV** **ELIGIBILITY FOR SERVICES**

**4.01** The eligibility of juveniles to receive services hereunder shall be determined by **Board** and **Juvenile Probation** in accordance with the appropriate Federal and State rules, regulations and statutes.

**4.02** Only persons who have been referred to **Provider** on a form approved by the parties are eligible for the services provided in this agreement.

**4.03** For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

#### **SECTION V** **BILLING AND PAYMENT**

**5.01** As compensation for all services provided hereunder for the period **September 1, 2012 through August 31, 2013**. **Board** shall pay **Provider** the sum of \$ 60.00 per hour for Individual Counseling, \$ 65.00 for Family Counseling, \$ 25.00 per family for monthly Parent

group, \$500.00 per report for Psychosexual Evaluations, \$400.00 for Psychological Evaluations \$25.00 per member for Group Counseling Session.

**5.02** **Provider** shall submit its bill to **Hood County Juvenile Probation Department** for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the fifth (5<sup>th</sup>) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, the date of service, a brief description of the services provided, typed progress reports and the rate at which services have been billed.

**5.03** Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

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

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

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

## **SECTION VII** **LOCATION**

7.01 It is understood and agreed by the parties that **Individual/Family and Group Sex Offender Counseling and Psychosexual Evaluations** shall be at the time and location as prescribed and directed by **Provider**, which must be approved by the **Hood County Juvenile Probation Department**.

#### **SECTION VIII REPORTS AND CONSULTATION**

8.01 **Provider** shall prepare and deliver a typed report to the **Hood County Juvenile Probation Department** of each evaluation. Typed progress reports are to be submitted timely, no later than the fifth (5<sup>th</sup>) of the following month in which psychotherapy services were rendered.

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

#### **SECTION IX DATA PRIVACY**

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

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

**SECTION X**  
**ASSIGNMENTS**

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

**SECTION XI**  
**INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP**

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

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

agreement.

**SECTION XII**  
**SEVERABILITY**

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

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

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

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

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

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

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

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

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

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

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

**17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts.** In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan or payment and shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

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

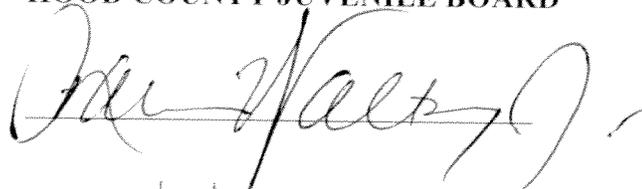
**18.01**           **Provider** shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved, whichever is later.

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

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

**HOOD COUNTY JUVENILE BOARD**

By: \_\_\_\_\_

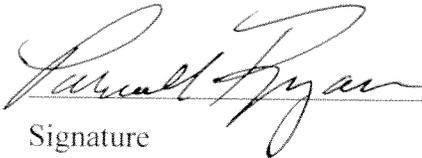


Date: \_\_\_\_\_

8/22/12

PARNELL E. RYAN PH.D.

Provider

By:   
Signature

Date: \_\_\_\_\_

**AUDITOR'S CERTIFICATE**

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



Stan McBroom, County Auditor

THE STATE OF TEXAS           §  
  §  
COUNTY OF HOOD             §

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

**THIS AGREEMENT** made and entered into by and between the **HOOD COUNTY JUVENILE BOARD**, hereinafter referred to as "**Board**", and **Belinda Tuck, LPC**, hereinafter referred to as "**Provider**".

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

**WHEREAS**, the **Board** and **Juvenile Probation Department** desire to meet the mandated requirements by securing the **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** for juveniles; and,

**WHEREAS**, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing, **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** services.

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

**SECTION I**  
**PURPOSE**

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

**1.02** A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

**1.03** The **Board** and **Juvenile Probation** agree to purchase and **Provider** agrees to furnish, during the term of this agreement, to eligible juveniles, **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol counseling, Parenting Classes, Anger Management** through the direction of the **Hood County Juvenile Probation Department.**

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

and shall consult with the **Board and Juvenile Probation** as frequently as may be necessary in order to accomplish the results intended by the **Board and Juvenile Probation's** program.

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

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

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

**1.06** **Provider** warrants that any and all persons providing services under this contract are fully licensed and qualified to provide such services. **Provider** will submit to the **Juvenile Probation Department** the credentials of all persons performing services under this contract. **Provider** is prohibited from subcontracting with other providers in association with this agreement.

## **SECTION II** **TERM**

**2.01** Term of this agreement is from **September 1, 2012** through **August 31, 2013** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

## **SECTION III** **TERMINATION**

**3.01** This agreement may be terminated by the **Provider** at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to **Hood**

**County Juvenile Board.** Notice to the **Board** and **Juvenile Probation Department** shall be delivered to:

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

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

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

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

#### **SECTION IV** **ELIGIBILITY FOR SERVICES**

**4.01** The eligibility of juveniles to receive services hereunder shall be determined by **The JUVENILE Board** and **Juvenile Probation** in accordance with the appropriate Federal and State rules, regulations and statutes.

**4.02** Only persons who have been referred to **Provider** on a form approved by the parties are eligible for the services provided in this agreement.

**4.03** For the purposes of this agreement any juvenile that comes under the direct

supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

**SECTION V**  
**BILLING AND PAYMENT**

5.01 As compensation for all services provided hereunder for the period **September 1, 2012 through August 31, 2013**. **Board** shall pay **Provider** the sum of \$ 35.00 per session for Individual Counseling, \$35.00 per session for family counseling, and \$35.00 per session for all group counseling programs provided.

5.02 **Provider** shall submit its bill to **Hood County Juvenile Probation Department** for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the fifth (5<sup>th</sup>) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, the date of service, a brief description of the services provided, typed progress reports and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, **Board** shall compensate **Provider** for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time **Individual Counseling, Group Counseling,**

**Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** was performed during the contract term.

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

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

**SECTION VII**  
**LOCATION**

**7.01** It is understood and agreed by the parties that **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** shall be at the time and location as prescribed and directed by **Provider**, which must be approved by the **Hood County Juvenile Probation Department**.

**SECTION VIII**  
**REPORTS AND CONSULTATION**

**8.01** **Provider** shall prepare and deliver a typed report to the **Hood County Juvenile Probation Department** of each evaluation. Typed progress reports are to be submitted timely, no later than the fifth (5<sup>th</sup>) of the following month in which psychotherapy services were rendered.

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

**SECTION IX**  
**DATA PRIVACY**

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

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

**SECTION X**  
**ASSIGNMENTS**

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

**SECTION XI**  
**INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP**

**11.01** It is agreed by the parties that all times and for all purposes hereunder, **Provider** is an independent contractor and not an employee of the County. No statement contained in this

agreement shall be construed so as to find **Provider** an employee of the County, and **Provider** shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein.

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

## **SECTION XII SEVERABILITY**

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

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

**13.01** It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions,

or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

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

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

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

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

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

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

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

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

**17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts.** In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan or payment and shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

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

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

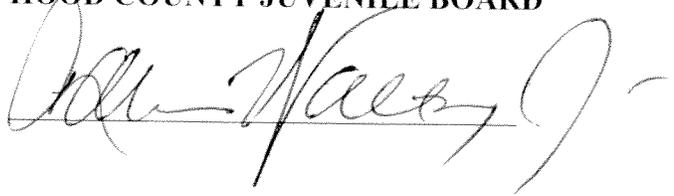
**18.02**        **Provider** agrees to make all applicable records available for inspection by appropriate representatives of the **Board** or **Juvenile Probation**, so that the **Board** or **Juvenile**

**Probation** may ensure performance of and compliance with contractual provisions.

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

**HOOD COUNTY JUVENILE BOARD**

By:



Date:

8/22/12



Provider

By:



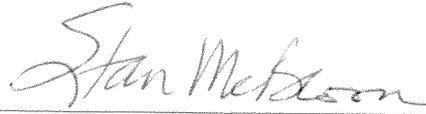
Signature

Date:

07/31/12

**AUDITOR'S CERTIFICATE**

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

A handwritten signature in cursive script that reads "Stan McBroom". The signature is written in black ink and is positioned above a horizontal line.

Stan McBroom, County Auditor

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HOOD

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

**THIS AGREEMENT** made and entered into by and between the **HOOD COUNTY JUVENILE BOARD**, hereinafter referred to as "**Board**", and **Heather Brogan-McCarty** hereinafter referred to as "**Provider**".

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

**WHEREAS**, the **Board** and **Juvenile Probation Department** desire to meet the mandated requirements by securing the **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** for juveniles; and,

**WHEREAS**, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing, **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** services.

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

**SECTION I**  
**PURPOSE**

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

**1.02** A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

**1.03** The **Board** and **Juvenile Probation** agree to purchase and **Provider** agrees to furnish, during the term of this agreement, to eligible juveniles, **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol counseling, Parenting Classes, Anger Management** through the direction of the **Hood County Juvenile Probation Department.**

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

and shall consult with the **Board** and **Juvenile Probation** as frequently as may be necessary in order to accomplish the results intended by the **Board and Juvenile Probation's** program.

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

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

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

**1.06** **Provider** warrants that any and all persons providing services under this contract are fully licensed and qualified to provide such services. **Provider** will submit to the **Juvenile Probation Department** the credentials of all persons performing services under this contract. **Provider** is prohibited from subcontracting with other providers in association with this agreement.

## **SECTION II** **TERM**

**2.01** Term of this agreement is from **September 1, 2012** through **August 31, 2013** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

## **SECTION III** **TERMINATION**

**3.01** This agreement may be terminated by the **Provider** at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to **Hood**

**County Juvenile Board.** Notice to the **Board** and **Juvenile Probation Department** shall be delivered to:

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

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

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

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

#### **SECTION IV** **ELIGIBILITY FOR SERVICES**

**4.01** The eligibility of juveniles to receive services hereunder shall be determined by **The JUVENILE Board** and **Juvenile Probation** in accordance with the appropriate Federal and State rules, regulations and statutes.

**4.02** Only persons who have been referred to **Provider** on a form approved by the parties are eligible for the services provided in this agreement.

**4.03** For the purposes of this agreement any juvenile that comes under the direct

supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

**SECTION V**  
**BILLING AND PAYMENT**

5.01 As compensation for all services provided hereunder for the period **September 1, 2012 through August 31, 2013**. **Board** shall pay **Provider** the sum of \$ 100.00 per session for Individual Counseling, \$ 100.00 per session for family counseling, and \$ N/A per session for all group counseling programs provided.

5.02 **Provider** shall submit its bill to **Hood County Juvenile Probation Department** for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the fifth (5<sup>th</sup>) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, the date of service, a brief description of the services provided, typed progress reports and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, **Board** shall compensate **Provider** for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time **Individual Counseling, Group Counseling,**

**Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** was performed during the contract term.

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

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

**SECTION VII**  
**LOCATION**

**7.01** It is understood and agreed by the parties that **Individual Counseling, Group Counseling, Family Counseling and Family Drug and Alcohol Counseling, Parenting Classes, Anger Management** shall be at the time and location as prescribed and directed by **Provider**, which must be approved by the **Hood County Juvenile Probation Department**.

**SECTION VIII**  
**REPORTS AND CONSULTATION**

**8.01** **Provider** shall prepare and deliver a typed report to the **Hood County Juvenile Probation Department** of each evaluation. Typed progress reports are to be submitted timely, no later than the fifth (5<sup>th</sup>) of the following month in which psychotherapy services were rendered.

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

**SECTION IX**  
**DATA PRIVACY**

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

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

**SECTION X**  
**ASSIGNMENTS**

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

**SECTION XI**  
**INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP**

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

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

**SECTION XII**  
**SEVERABILITY**

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

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

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

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

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

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

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

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

**16.01** In providing all services pursuant to this contract, **Provider** shall abide by all

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

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

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

**17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts.** In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan or payment and shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

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

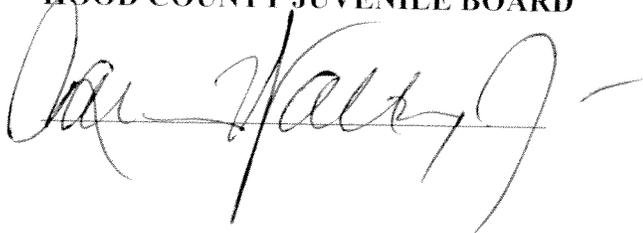
**18.01**        **Provider** shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved, whichever is later.

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

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

**HOOD COUNTY JUVENILE BOARD**

By:



Date:

8/22/12

Heather Brogan-McCarty, LPC  
Provider

By:



Signature

THE STATE OF TEXAS           §  
  §  
COUNTY OF HOOD           §

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

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

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

**WHEREAS**, the **Board** and **Juvenile Probation Department** desire to meet the mandated requirements by securing the **Psychiatric and Psychological Evaluations, Polygraph Examinations, Alcohol/Drug Evaluations, Individual/Family Counseling, Group Counseling, Individual/Family Drug/Alcohol Counseling, and/or Individual/Group Sexual Offender Counseling**, for juveniles; and,

**WHEREAS**, **Provider** desires to assist the **Board** and **Juvenile Probation** by providing **Psychiatric and Psychological Evaluations, Polygraph Examinations, Alcohol/Drug Evaluations, Individual/Family Counseling, Group Counseling, Individual/Family Drug/Alcohol Counseling, and/or Individual/Group Sexual Offender Counseling**, services.

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

**SECTION I**  
**PURPOSE**

**1.01** The purpose of this agreement is to make available to eligible juveniles **Psychiatric and Psychological Evaluations, Polygraph Examinations, Alcohol/Drug Evaluations, Individual/Family Counseling, Group Counseling, Individual/Family Drug/Alcohol Counseling, and/or Individual/Group Sexual Offender Counseling**. This program and service is being established by the **Board** and **Juvenile Probation** to meet the mandates of the Federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

**1.02** A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

**1.03** The **Board** and **Juvenile Probation** agree to purchase and **Provider** agrees to furnish, during the term of this agreement, to eligible juveniles, **Psychiatric and Psychological Evaluations, Polygraph Examinations, Alcohol/Drug Evaluations, Individual/Family Counseling, Group Counseling, Individual/Family Drug/Alcohol Counseling, and/or Individual/Group Sexual Offender Counseling**, through the direction of the **Hood County Juvenile Probation Department**.

**1.04** **Provider** warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychiatrist, psychologist, or other mental health provider, it provides, to implement the program described therein in such

manner as shall be best calculated to accomplish the goals of the **Board and Juvenile Probation**. **Provider** shall accept the **Board's** interpretation of the program and its goals as determinative, and shall consult with the **Board and Juvenile Probation** as frequently as may be necessary in order to accomplish the results intended by the **Board and Juvenile Probation's** program.

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

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

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

**1.06** **Provider** warrants that any and all persons providing services under this contract are fully licensed and qualified to provide such services. **Provider** will submit to the **Juvenile Probation Department** the credentials of all persons performing services under this contract. **Provider** is prohibited from subcontracting with other providers in association with this agreement.

## **SECTION II** **TERM**

**2.01** Term of this agreement is from **September 1, 2012** through **August 31, 2013** the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

## **SECTION III** **TERMINATION**

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

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

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

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

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

#### **SECTION IV** **ELIGIBILITY FOR SERVICES**

**4.01** The eligibility of juveniles to receive services hereunder shall be determined by **Board** and **Juvenile Probation** in accordance with the appropriate Federal and State rules, regulations and statutes.

**4.02** Only persons who have been referred to **Provider** on a form approved by the

parties are eligible for the services provided in this agreement.

**4.03** For the purposes of this agreement any juvenile that comes under the direct Supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

**SECTION V**  
**BILLING AND PAYMENT**

5.01 As compensation for all services provided hereunder for the period **September 1, 2012 through August 31, 2013**. **Board** shall pay **Provider** the sum of \$ \_\_\_\_\_ per week for Life Skills Group, \$ 495.00 per report for Psychological Evaluations, \$ \_\_\_\_\_ per report for Sex Offender Polygraph Examinations, \$ \_\_\_\_\_ per Polygraph Examination, \$ \_\_\_\_\_ per 2 hour Group Counseling, \$ \_\_\_\_\_ per hour for Individual/Family Sex Offender Counseling, \$ \_\_\_\_\_, per family, for Parent/Juvenile Education Sessions, \$ \_\_\_\_\_ per group for substance abuse treatment, \$ \_\_\_\_\_ per day, for intensive outpatient Substance Abuse and Mental Health Treatment.

**5.02** **Provider** shall submit its bill to **Hood County Juvenile Probation Department** for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the fifth (5<sup>th</sup>) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, the date of service, a brief description of the services provided, typed progress reports and the rate at which services have been billed.

**5.03** Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to

be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

**5.04** In the event of early termination as provided for by subparagraph 3.02 herein, **Board** shall compensate **Provider** for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time **Psychiatric and Psychological Evaluations, Polygraph Examinations, Alcohol/ Drug Evaluations, Individual/ Family Counseling, Group Counseling, Individual/Family Drug/Alcohol Counseling, and/or Individual/Group Sexual Offender Counseling**, was performed during the contract term.

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

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

#### **SECTION VII LOCATION**

**7.01** It is understood and agreed by the parties that **Psychiatric and Psychological Evaluations, Polygraph Examinations, Alcohol/Drug Evaluations, Individual/Family Counseling, Group Counseling, Individual/Family Drug/Alcohol Counseling, and/or Individual/Group Sexual Offender Counseling**, shall be at the time and location as prescribed and directed by **Provider**, which must be approved by the **Hood County Juvenile Probation Department**.

#### **SECTION VIII REPORTS AND CONSULTATION**

**8.01**           **Provider** shall prepare and deliver a typed report to the **Hood County Juvenile Probation Department** of each evaluation. Typed progress reports are to be submitted timely, no later than the fifth (5<sup>th</sup>) of the following month in which psychotherapy services were rendered.

**8.02**           In addition to the **Psychiatric and Psychological Evaluations, Polygraph Examinations, Alcohol/Drug Evaluations, Individual/ Family Counseling, Group Counseling, Individual/Family Drug/Alcohol Counseling, and/or Individual/Group Sexual Offender Counseling**, provided in this agreement, **Provider** agrees to provide consultation for the **Hood County Juvenile Probation Department** on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

#### **SECTION IX DATA PRIVACY**

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

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

#### **SECTION X ASSIGNMENTS**

**10.01**          **Provider** shall not assign this agreement without prior written approval of the **Board and Juvenile Probation**, subject to such conditions and provisions as the **Board and Juvenile Probation** may deem necessary. No such approval by the **Board and Juvenile**

**Probation** of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the **Board** in addition to the total agreed upon price. Approval by the **Board** of the assignment should not be deemed a waiver of any right accrued or accruing against **Provider**. No assignee of **Provider** shall assign any agreement without prior written approval of the **Board**

**SECTION XI**  
**INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP**

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

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

**SECTION XII**  
**SEVERABILITY**

**12.01** The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to

law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

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

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

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

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

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

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

authorized representative of the **Board** and **Juvenile Probation**.

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

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

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

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

**17.01 Service Provider Eligibility to Receive State Grants or Loans or Receive Payments on State Contracts.** In accordance with Section 231.066 of the Texas Family Code, the vendor or applicant shall certify that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan or payment and shall acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate. In the event that the Juvenile Board of Hood County determines that

the vendor or applicant is ineligible to receive payment under Subsection (a) of Section 231.066, Texas Family Code, this contract may be terminated immediately.

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

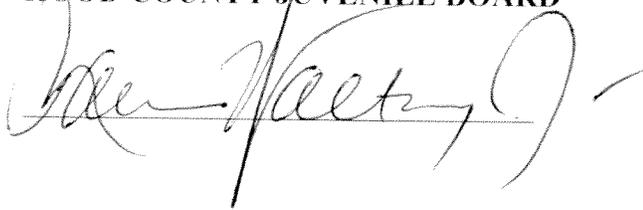
**18.01**        **Provider** shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved, whichever is later.

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

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

**HOOD COUNTY JUVENILE BOARD**

By:



Date:

8/22/12

Daniel R. Altman, Ph.D.

Provider

By:



Signature

Date:

8/10/12

**AUDITOR'S CERTIFICATE**

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

A handwritten signature in cursive script, reading "Stan McBroom", is written over a horizontal line.

Stan McBroom, County Auditor