

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, November 21, 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:

- 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 Justice Center.
- VIII. Consider Amendment Number Twelve of the State Financial Assistance Contract for the 2012 - 2013 Biennium and take appropriate action.
- IX. Consider Juvenile Board Resolution Exhibit "O" to the State Financial Assistance Contract for the 2012 - 2013 Biennium and take appropriate action.
- X. Ratify the contract for Residential Services with Gulf Coast Trades Center.

ADJOURN

A handwritten signature in cursive script that reads "Darrell Cockerham".

DARRELL COCKERHAM, COUNTY JUDGE

Notice of meeting/agenda posted at Hood County Justice Center, 1200 W. Pearl St., Granbury, Texas on Nov 14, 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.

minutes

RECEIVED

DEC 05 2012

COUNTY JUDGE

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 AFORESAID DATE OF __NOVEMBER 21__, 2012.

REGARDING ITEM 2: MOTION MADE BY JUDGE __MESSINA__ TO APPROVE THE MINUTES OF THE __NOVEMBER 7__, 2012 MEETING. SECONDED BY JUDGE __COCKERHAM__. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 3: NO ACTION REQUIRED.

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

REGARDING ITEM 5: MOTION MADE BY JUDGE __MESSINA__ TO RATIFY PAYROLL FROM OCTOBER 22, 2012 – NOVEMBER 4, 2012. SECONDED BY JUDGE __WALTON__. MOTION CARRIED. SEE ATTACHED.

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

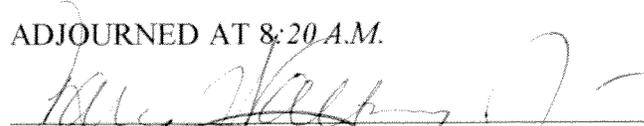
REGARDING ITEM 7: TED COOLEY, FACILITY ADMINISTRATOR FOR THE GRANBURY REGIONAL JUVENILE JUSTICE CENTER GAVE A MONTHLY UPDATE.

REGARDING ITEM 8: MOTION MADE BY JUDGE __WALTON__ TO APPROVE AMENDMENT NUMBER TWELVE OF THE STATE FINANCIAL ASSISTANCE CONTRACT FOR THE 2012 – 2013 BIENNIUM. SECONDED BY JUDGE __COCKERHAM__. MOTION CARRIED. SEE ATTACHED.

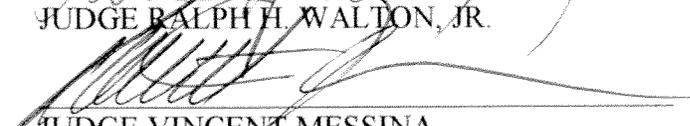
REGARDING ITEM 9: MOTION MADE BY JUDGE __WALTON__ TO APPROVE EXHIBIT “O” TO THE STATE FINANCIAL ASSISTANCE CONTRACT FOR THE 2012 – 2013 BIENNIUM. SECONDED BY JUDGE __COCKERHAM__. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 10: MOTION MADE BY JUDGE __ MESSINA __ TO RATIFY THE CONTRACT FOR RESIDENTIAL SERVICES WITH GULF COAST TRADES CENTER. SECONDED BY JUDGE __ COCKERHAM __. MOTION CARRIED. SEE ATTACHED.

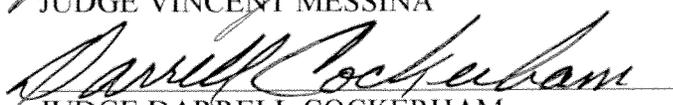
ADJOURNED AT 8:20 A.M.



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 21st day of November, 2012 with the following exceptions: NONE

(list, if any)

CERTIFIED BY CHIEF ADMINISTRATIVE OFFICER

Beth Pate, LBSW
Beth Pate, LBSW

ALL RECORDS FROM 11/21/2012 TO 11/21/2012 DATE-TO-BR-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INVT#	AP DATE	PD	PO NO	AMOUNT
BEILINDA TUCK COUNSELING, PO BOX 2335 GRANBURY TX 76048	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/T.D. COUNSELING	OCT 2012	11/16/12	02	126518	35.00
	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/C.K. COUNSELING	OCT 2012	11/16/12	02	126518	105.00
DEANA SMITH JUVENILE PROBATION	2013 010-570-415	EDUCATION, TRAVEL	JUV/3RD ANNUAL YOUT MLG	11/5/12	11/14/12	02		32.10
DOYLE AGENCY INCORPORATED PO DRAWER 369	2013 010-570-480	DUES, SUBSCRIPTION	JUV/FILING FEE	1/26/13-1/25/17	11/16/12	02	126578	21.00
	2013 010-570-480	DUES, SUBSCRIPTION	JUV/T.PARKER NOTARY	1/26/13-1/25/17	11/16/12	02	126578	50.00
GRANBURY TX 76048								71.00
GRAYSON COUNTY DEPARTMENT OF JUVENILE SERVICES 86 DRESS	2013 010-570-488	POST ADJUDICATION	JUV/G.S. OCT PLACEM	5330	11/16/12	02	126519	3,038.00
	2013 010-570-488	POST ADJUDICATION	JUV/A.S. OCT PLACEM	5330	11/16/12	02	126519	3,038.00
	2013 010-570-488	POST ADJUDICATION	JUV/K.L. OCT PLACEM	5330	11/16/12	02	126519	3,038.00
DENISON TX 75020								9,114.00
LINDA L. BALBY, LPC 3212 COLLINSWORTH STE 7 FORT WORTH TX 76107	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/K.M. PARENT MEE	OCT 2012	11/16/12	02	126502	80.00
	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/K.M. IND. SESSI	OCT 2012	11/16/12	02	126502	225.00
	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/K.M. FAMTLY SES	OCT 2012	11/16/12	02	126502	80.00
	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/K.T. IND SESSIO	OCT 2012	11/16/12	02	126502	150.00
								535.00
MARTIN'S OFFICE SUPPLY, I 822 W PEARL ST GRANBURY TX 76048	2013 010-570-330	SUPPLIES	JUV/CLASSIFICATION	73800	11/16/12	02	126517	32.99
	2013 010-570-330	SUPPLIES	JUV/PRTTY CASH RECE	73800	11/16/12	02	126517	11.99
	2013 010-570-330	SUPPLIES	JUV/MARKERS	73800	11/16/12	02	126517	10.99
	2013 010-570-330	SUPPLIES	JUV/APPOINTMENT BOO	73800	11/16/12	02	126517	61.47
	2013 010-570-330	SUPPLIES	JUV/CALENDAR	73800	11/16/12	02	126517	5.99
	2013 010-570-330	SUPPLIES	JUV/BLACK MARKERS	73800	11/16/12	02	126517	3.99
								127.42
PAUL D. HYDE, PLLC LAW OFC. OF TRACY S. BUSH 1514 CROSSLAND RD, STE 10 GRANBURY TX 76048	2013 112-570-400	ATTORNEY FEES	JUV/B.C. COURT APPO	CAUSE # 1041	11/16/12	02	126577	350.00
REDWOOD TOXICOLOGY LABORA PO BOX 5680 SANTA ROSA CA 95402	2013 010-570-485	DRUG TESTING	JUV/OCT DRUG TESTIN	000396201210	11/16/12	02	126631	80.50
								80.50
SPARKLETT'S - DS WATERS OF	2013 010-570-330	SUPPLIES	JUV/OCT COOLER RENT	087499102812	11/16/12	02	126503	2.00

ALL RECORDS FROM 11/21/2012 TO 11/21/2012 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INV#	AP DATE	PD PO NO	AMOUNT
P O BOX 403828 ATLANTA GA 30384	2013 010-570-330	SUPPLIES	JUV/WATER	087499102812	11/16/12	02 126503	3.25
							5.25
VAL-MART COMMUNITY BRC ACCT# XXXXXXXXXXXX00 1597 PO BOX 530934 ATLANTA GA 30353	2013 010-570-330	SUPPLIES	JUV/B.C. FOLDER	005911	11/16/12	02 126559	.74
							.44
							.82
							1.44
							.94
							20.00
							13.88
							19.97
							13.46
							31.92
							5.97
							11.96
							11.97
							23.96
							10.66
							19.00
							9.92
							197.05
WOOD & ASSOCIATES POLYGRA RICHARD H. WOOD 2303 B ROOSEVELT DRIVE ARLINGTON TX 76016	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/C.S. POLYGRAPH	10/2/12	11/16/12	02 126576	200.00
							200.00
XEROX CORPORATION PO BOX 731892 DALLAS TX 75373	2013 010-570-329	COPIER LEASE	JUV/OCT COPY MACHIN	064715581	11/16/12	02 126520	324.47
							324.47
4M GRANBURY YOUTH SERVICE 696 N. FM 487 ROCKDALE TX 76567	2013 010-570-403	JUVENILE DETENTION	JUV/DETENTION	OCT 2012	11/16/12	02 126521	11,610.00
							125.00
							425.00
							40.00
							65.00
							250.00
							3,750.00
							16,390.00
							27,566.79

TOTAL CHECKS TO BE WRITTEN 27,566.79

**HOOD COUNTY JUVENILE BOARD
JUVENILE PROBATION PAYROLL**

Payroll from October 22 through November 4, 2012

Paid on November 9, 2012

Total Payroll - Fund 56	\$	<u>13,000.13</u>
Total Employees Paid		5

Motion Made by Board Member



To ratify Payroll as presented.

Seconded by Board Member



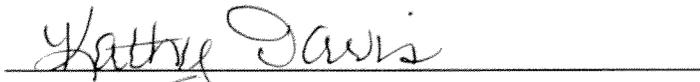
All voted AYE, motion carried.

Approved this 21st day of November, 2012

Juvenile Probation Director



Treasurer



Auditor





HOOD COUNTY PERSONNEL AND RISK MANAGEMENT

THE ATTACHED PERSONNEL CHANGES HAVE BEEN APPROVED BY THE JUVENILE BOARD ON
NOVEMBER 21, 2012

Max Stuedes for Bob Blessing
PERSONNEL DIRECTOR

Stan McKee
AUDITOR

Arnold Beckham
COUNTY JUDGE

Paul Waltrug
DISTRICT JUDGE

Beth Pate USW
JUVENILE PROBATION DIRECTOR

[Signature]
COUNTY COURT AT LAW JUDGE



**Texas Juvenile Justice Department
State Financial Assistance Contract
2012-2013 Biennium**

Amendment Number Twelve

This is Amendment Number Twelve to the State Financial Assistance Contract for the 2012-2013 Biennium between the State of Texas, represented by and through the Texas Juvenile Justice Department, hereinafter called "the Department", and the Juvenile Board of HOOD County/Judicial District hereinafter called the "Grantee". In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the Grantee, for the consideration hereinafter detailed, make the following amendment:

**Article I.
PURPOSE AND SCOPE OF AMENDMENT**

The purpose of Amendment Number Twelve is to delineate the duties of the Department and the Grantee regarding the distribution, receipt and expenditure of grant funding under the applicable individual grants referenced herein. All provisions in the 2012-2013 Biennium State Financial Assistance Contract and any fully executed amendments thereto that do not conflict with the provisions of Amendment Number Twelve remain in full force and effect.

**Article II.
Amendments to Article II
INCORPORATED DOCUMENTS AND DOCUMENT INCORPORATED BY REFERENCE**

Article II, Section 2.1, Subsection 2.1.1 is amended by adding Paragraph 2.1.1.15 to read as follows:

2.1.1.15 Exhibit O State Financial Assistance Contract (*Amendment Twelve*)

Article II, Section 2.2 is amended by deleting Subsection 2.2.1 and replacing Subsection 2.2.1 with the following:

2.2.1 Texas Juvenile Justice Department Compliance Resource Manual (CRM) The Texas Juvenile Justice Department *Compliance Resource Manual*, hereinafter referred to as the "*Compliance Resource Manual*" is a multi-chapter, two-volume resource document available online at the Department's website that details the expected outcomes, mandatory requirements and interpretations of all agency grant requirements and agency administrative law found in Title 37 Texas Administrative Code, Chapters 341, 342, 347, 349, 351, and 358 or successor provisions which may be amended or adopted during the term of this Contract. The *Chapter 343 Addendum* is a stand-alone resource document, incorporated by reference as an appendix to the General Grant Requirements, which sets forth the compliance criteria and verification procedures utilized by the Department to monitor and inspect secure pre-adjudication detention facilities and secure post-adjudication correctional facilities under the Department's oversight. Volume 1 of the Compliance Resource Manual sets forth the standards, interpretations and compliance verification procedures of the Department's administrative law. Volume 2 sets forth the general requirements applicable to the distribution and expenditure of state financial assistance funding and the specific grant requirements applicable to each individual grant. The Compliance Resource Manual also contains objective criteria and standard procedures for verifying compliance, programmatic requirements, time frames for administrative law or grant non-compliances as well as overall performance measures for juvenile probation services and juvenile justice programs.

Article II, Section 2.2 is amended by adding Subsection 2.2.6 to read as follows:

2.2.6 Chapter 343 Addendum. The *Chapter 343 Addendum* sets forth the compliance criteria and verification procedures utilized by the Department to monitor and inspect secure pre-adjudication detention facilities and secure post-adjudication correctional facilities under the Department's oversight. The *Chapter 343 Addendum* is incorporated by reference as an appendix to the General Grant Requirements. The obligations specified in the *Chapter 343 Addendum* shall control, to the extent that a conflict exists with the provisions of this Contract, the general and individual grant requirements or other resource documents incorporated into the State Financial Assistance Contract.

**Article III.
Amendments to Article VIII
FINANCIAL COMPONENTS**

Article VIII, Section C is amended by inserting the following sentence in Subsection 1 at the end of the paragraph entitled **Certification of Local Expenditures**:

The local juvenile justice expenditures entered in the Grant Manager system for the previous fiscal year shall be certified electronically online via the Department's Grant Manager system. The Grantee shall adhere to all security protocols established by the Department.

Article VIII, Section H is amended by inserting the following sentence in Subsection 3 at the end of the paragraph entitled **Performance Standards, Evaluations and Oversight**:

The Department may elect to conduct one monitoring visit per year if the Grantee achieves and maintains a minimum score of 90 with no formal findings in the area of private service providers on the previous financial audit conducted by the Department.

**Article IV.
Amendments to Article IX
FINANCIAL REPORTING**

Article IX, Section A is amended by deleting Subsection 2 and replacing Subsection 2 with the following:

2. Certification of Local Expenditures The Grantee shall certify the local expenditures entered on-line in the Facilities, Programs and Services Expenditure Report (FPS) report via the Grant Manager system for the previous fiscal year. The Chief Administrative Officer shall sign the certification electronically or in the format specified by the Department on or before March 1 of the current fiscal year. The Grantee shall adhere to all security protocols established by the Department.

For the faithful performance of the terms of this Contract, the parties hereto in their capacities as stated, execute this Contract, affix their signatures and bind themselves.

THE STATE OF TEXAS, Acting By and Through The Texas Juvenile Justice Department

By J. Garza Typed Name Judy Garza-Ybarbo
Title Contract Administrator Date NOV 21 2012

GRANT RECIPIENT, The Juvenile Board of HOOD County

By Ralph H. Walton, Jr. Typed Name Ralph H. Walton, Jr.
(Juvenile Board Chairperson)
Title District Judge Date 11-21-12

By Beth Pate Typed Name Beth Pate
(Chief Administrative Officer)
Title Chief Probation Officer Date 11/21/2012

By Stan McBroom Typed Name Stan McBroom
(Fisca Officer)
Title Hood County Auditor Date 11/21/12

AMENDMENT TWELVE to the State Financial Assistance Contract 2012-2013 Biennium

EXHIBIT "O"
JUVENILE BOARD RESOLUTION

STATE OF TEXAS

Know All Men By These Present

COUNTY OF HOOD

On this the 21st day of November, 2012, a duly called and lawfully convened meeting of the Juvenile Board of HOOD County, Texas was held in the City of Granbury, pursuant to the Texas Open Meetings Act. A quorum of the Members was present, to wit:

(Insert Names of Juvenile Board Members Present)

Judge Ralph H. Walton, Jr.	
Judge Vincent Messina	
Judge Darrell Cockerham	

where, among other matters, came up for consideration and adoption the following Resolution:

Whereas, the Texas Juvenile Justice Department has made available funding and offered state financial assistance monies to assist local juvenile boards in the provision of juvenile probation services or the operation of a secure pre-adjudication detention facility, a short-term detention facility (holdover), a secure post-adjudication correctional facility, a non-secure residential treatment facility or a juvenile justice alternative education program or a juvenile justice program as defined in Texas Family Code Section 261.405; and

Whereas, the Juvenile Board believes that execution of Amendment Number Twelve to the 2012-2013 Biennium State Financial Assistance Contract will further the interests of juvenile justice in this county and are in support of this resolution;

Whereas, the Juvenile Board of HOOD County/Judicial District voluntarily wishes to participate in the aforementioned state financial assistance grants and agrees to the binding terms in this Contract, which has been incorporated into this Contract by reference; and

Therefore Be It Resolved that the Juvenile Board of HOOD County/Judicial District does hereby formally authorize and approve execution of Amendment Number Twelve to the State Financial Assistance Contract for the 2012-2013 Biennium with the Texas Juvenile Justice Department.

The foregoing Resolution was lawfully moved by Judge Walton, duly seconded by Judge Cockerham, and duly adopted by the Juvenile Board on a vote of 3 members for the motion and 0 opposed.

Ralph H. Walton, Jr.

Printed Name of Juvenile Board Chair



Signature of Juvenile Board Chair

11-21-12

Date Signed

AMENDMENT TWELVE to the State Financial Assistance Contract 2012-2013 Biennium

STATE OF TEXAS

§
§
§

COUNTY OF WALKER

**GULF COAST TRADES CENTER
CONTRACT FOR RESIDENTIAL SERVICES
Contract Term: September 1, 2012 – August 31, 2013**

The Hood County Juvenile Probation Department (collectively referred to as "Juvenile Probation" and Gulf Coast Trades Center, Inc., 143 Forest Service Road #233, New Waverly, Texas 77358, hereinafter called the Service Agency, by this agreement and in consideration of the mutual promises set forth below, have agreed as follows:

I. SERVICES

Service Agency will provide the following services:

- A. Room
- B. Board
- C. Clothing, Personal Hygiene Items, Hair Cuts
- D. Supervision by Qualified Adults
- E. Casework Services
- F. Counseling Services
- G. Individualized Program Plan
- H. School
- I. Vocational Training

II. FEES

- A. Levels of care and services to be provided at each level are those defined in the Texas Health and Human Services Commission rate schedule for Purchase of Services. These fees do not exceed the maximum rates allowed in the latest Texas Juvenile Justice Department/Health and Human Services Maximum Rate Schedule.

For and in consideration of the above mentioned services, the Juvenile Probation agrees to pay the Service Agency:

Moderate Level (LOC 3 & 4M)	Facility \$96.17 per day
Specialized Level (LOC 4S)	Facility \$138.25 per day

in the event the per diem rate schedule changes, the amended rates shall be honored without amendment to the agreement.

- B. Recognizing that part of a client's rehabilitation program may include time away from the residential setting of the Service Agency prior to the client's re-entry in the community, and that the Service Agency must retain space for this client until his return, Juvenile Probation will pay the Service Agency the above agreed upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time. (Students, if eligible, and approved by the Chief Juvenile Probation Officer is allowed an authorized paid furlough to do job search and obtain employment applications prior to completion of the program.)

- C. If a client makes an unauthorized departure from the Service Agency, Juvenile Probation shall be notified immediately. If the client returns to the Service Agency within ten (10) days, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten (10) days payment.
- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations; however, every effort should be made to reconcile the incident to both parties' satisfaction.
- E. Payment is to be made monthly, or at the termination of the residential period of the client, if sooner. Claim for payment will be submitted by Service Agency no later than ten (10) days from the last day of the month for which payment is being requested.

III. INDIVIDUAL CASE PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the youth and mutually agreed upon by the appropriate Service Agency staff and the assigned personnel. A copy of the IPP shall be sent to the assigned personnel no later than six weeks after placement.
- B. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how, if at all, the parent(s), guardian(s), and where possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the juvenile's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Juvenile Justice Code.
- C. The goals in the IPP shall be reviewed jointly by the appropriate Service Agency staff, the juvenile, and the assigned personnel staff at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when needed. Copies of the IPP and the periodic reviews are to be maintained by the Service Agency and the appropriate personnel staff.
- D. The Service Agency shall remain in telephone contact with assigned personnel staff regarding client's progress and provide a written report of progress upon request, but no less than one time per month.
- E. If a client in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in a disruptive incident, the Service Agency shall notify the client's probation officer or other probation staff within a twenty four hour period following the incident and ensure that parents, proper authorities, the Texas Department of Protective and Regulatory Services, or the police are notified if appropriate. A written incident report and/or police report will be sent to the assigned probation officer no later than five (5) working days after the occurrence.
- F. Juvenile Probation reserves the right to terminate the client's placement at the Service Agency at its discretion. The Service Agency will not release the client to any person other than Juvenile Probation without the express consent of appropriate personnel.
- G. The Service Agency will obtain prior approval from appropriate personnel before the client's participation in any furloughs, home visits, or extended agency trips.

- H. Unless otherwise stipulated by Juvenile Probation, the client may visit freely with parents and relatives at the Service Agency in accordance with established Service Agency policies, procedures, privileges and level system.

IV. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Contract and to review Juvenile Probation juvenile records. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, interviews and the administration of questionnaires to the staff of the Service Agency and the client when deemed necessary.
- B. The Service Agency agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Juvenile Probation and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records. Gulf Coast Trades Center utilizes Generally Accepted Accounting Principles in all its financial transactions.
- C. The Service Agency agrees to maintain these records for three (3) years after the final payment or until the state-approved audit has been made and all questions there from are resolved.
- D. Service Agency 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 auditor or investigation, including providing all records requested. Service Agency 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.
- E. The Service Agency shall use Generally Accepted Accounting Principles (GAAP).

V. GOALS, OUTPUTS, AND MEASURABLE OUTCOMES

- A. The Service Agency agrees to pursue the goals and values of the Juvenile Probation through providing services to clients which enable client growth and development to the client's fullest potential. This development will be through provision of a safe, drug-free environment in which counseling services are utilized as tools for educational, emotional, and behavioral catharsis.
- B. The Service Agency shall provide the Juvenile Probation, within ten working days, information which outlines the services provided to clients. These output measures may include, but are not limited to:
 - 1. Average length of stay of clients.
 - 2. Specific types of milieu implemented by the Service Agency.
 - 3. Average number of counseling hours provided each client daily, weekly, or monthly.

4. Number and types of reporting measures.
- C. The Service Agency agrees to furnish Juvenile Probation, within ten working days, annual indicators which express the effectiveness of the Service Agency in providing public benefit. These measurable outcomes may include:
1. The percentage of clients successfully completing the program.
 2. The percentage of clients who are re-unified with family or guardians.
 3. The percentage of youth who were placed on jobs.

VI. DEFAULT

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

VII. LICENSING

- A. The Service Agency shall be licensed by the Texas Department of Protective and Regulatory Services for those programs which are under the licensing authority of the Texas Department of Protective and Regulatory Services.
- B. The Service Agency shall meet all other required licenses pertaining to health, fire and safety standards and shall provide copies of the most recent report to the county probation department upon request.

VIII. FEE ASSESSMENT

- A. Clients nor their families will be assessed fees for services by the Service Agency. This does not preclude reasonable attempts to seek voluntary contributions from families of County juveniles for donations of clothing, personal articles, and funds to assist in support of a client's rehabilitation.
- B. Under Section 231.006, Family Code, the Service Agency certifies that the individual or business entity named in this contract is not ineligible to receive the specific grant or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- C. The Service Agency will adhere to all applicable state and federal laws and regulations pertinent to the contractor's provision of services.
- D. The Service Agency shall account separately for the receipt and expenditure of any and all funds, including those from the Texas Juvenile Probation Commission received under this contract.

- E. Under Provision 4.11.2.4 from the Texas Juvenile Probation Commission, payment for services rendered may be paid partly or wholly with Texas Juvenile Probation Commission State Funds.

IX. TERMINATION

- A. This contract may be terminated without fault or cause by either party by giving at least ten (10) days written notice of the intention to terminate by certified mail, facsimile transmission, or personal delivery to the other party.

X. INDEMNITY AND HOLD HARMLESS

- A. Gulf Coast Trades Center shall indemnify and hold Juvenile Probation harmless from and against any and all loss, claim damage liability fee or expense (including reasonable attorney fees) arising or alleged to arise from any act or omission of Contractor or any of its agents, servants, employees, and subcontractors. The foregoing indemnity shall survive the termination of this contract.

XI. MEDICAL

- A. The Referral Agency agrees that it shall be liable and responsible for the client's emergency medical and dental costs encumbered during the client's stay at the Service Agency. The Referral Agency will only be liable for the client's non-emergency medical and dental costs of the Service Agency unless it seeks and obtains approval from Referral Agency prior to incurring such costs. The Service Agency agrees to notify the Referral Agency of any unusual medical costs to be incurred. The Service Agency will accept Medicaid eligible clients. The Service Agency will apply for Texas Juvenile Probation Commission Medicaid for each child entering the program when applicable.

XII. EQUAL OPPORTUNITY

- A. Services shall be provided by the Referral Agency in full compliance with all civil rights laws and regulations, and that there shall be no discrimination of race color, creed, sex, national origin, religious preference, in performance of any and all duties outlined by this Agreement. All programs and services provided by the Referral Agency under this Agreement shall be provided in accordance with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.2000 (d)), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 3 et seq.), Age Discrimination Act (42 U.S.C. 6101 et seq.) and all federal rules and regulations, state laws and executive orders as applicable.

XIII. TERM

- A. The initial term of this contract will begin on September 1, 2012 and terminate on August 31, 2013. It shall be automatically renewed for one year terms thereafter, commencing September 1st and ending August 31st, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

Gulf Coast Trades Center, Inc.

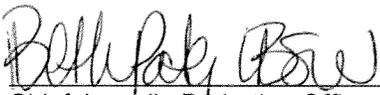


Bill Gholson, President

11/5/2012

Date

Hood County Juvenile Probation



Chief Juvenile Probation Officer

11/7/2012

Date