

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



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

HONORABLE DARRELL COCKERHAM  
- County Judge -  
Hood County, Texas

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

## HOOD COUNTY YOUTH SERVICES 355TH JUDICIAL DISTRICT

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Notice of the regular meeting of the **Hood County Juvenile Board** on **Wednesday, March 20, 2013, 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 Center.
- VIII. Ratify the contract for Residential Services with Pegasus Schools, Inc.

ADJOURN

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

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

DARRELL COCKERHAM, COUNTY JUDGE

Notice of meeting/agenda posted at Hood County Courthouse, 100 E. Pearl St., Granbury, Texas, on March 13, 2013 by M. Sutton.

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#### 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, 1410 W. Pearl St., Granbury, Texas 76048, phone 817-408-3450 has been designated to coordinate compliance with the non-discrimination requirements in Section 35.107 of the Department of Justice regulations. \*Information concerning the provisions of the Americans with Disabilities Act, and the rights provided there under, is available from the Personnel Director.

THE FOLLOWING MEMBERS WERE PRESENT:  
RALPH H. WALTON, JR., DISTRICT JUDGE  
VINCENT MESSINA, COUNTY COURT 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 MARCH 20, 2013.

REGARDING ITEM 2: MOTION MADE BY JUDGE COCKERHAM TO APPROVE THE MINUTES OF THE MARCH 6, 2013 MEETING. SECONDED BY JUDGE WALTON. MOTION CARRIED. SEE ATTACHED.

REGARDING ITEM 3: NO ACTION REQUIRED.

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

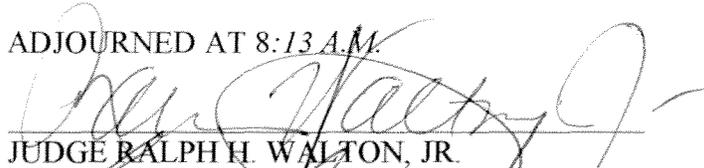
REGARDING ITEM 5: MOTION MADE BY JUDGE MESSINA TO RATIFY PAYROLL FROM FEBRUARY 25, 2013 – MARCH 10, 2013. SECONDED BY JUDGE COCKERHAM. MOTION CARRIED. SEE ATTACHED.

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 CENTER GAVE A MONTHLY UPDATE.

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

ADJOURNED AT 8:13 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 20th day of March, 2013 with the following exceptions: None.

(list, if any)

CERTIFIED BY CHIEF ADMINISTRATIVE OFFICER

  
Beth Pate, LBSW

## ALL RECORDS FROM 03/20/2013 TO 03/20/2013 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INV#	AP DATE	PD PO NO	AMOUNT
ANDREW OTTAMAY LAW OFFICE PO BOX 1679. GRANBURY TX 76048	2013 112-570-400	ATTORNEY FEES	JUV/T.B.M. COURT AP CAUSE # J01036		03/18/13	06 128122	200.00
	2013 112-570-400	ATTORNEY FEES	JUV/S.R.H. COURT AP CAUSE # J01049		03/18/13	06 128122	200.00
	2013 112-570-400	ATTORNEY FEES	JUV/D.M.S. COURT AP CAUSE # J01050		03/18/13	06 128122	350.00
	2013 112-570-400	ATTORNEY FEES	JUV/O.B.O. COURT AP CAUSE # J01051		03/18/13	06 128122	300.00
							----- 1,050.00
ANNA BALLEW JUVENILE PROBATION	2013 010-570-415	EDUCATION, TRAVEL	JUV/WOMEN IN CRIMIN MLS 4/8-11/13		03/18/13	06	120.00
							----- 120.00
DEANA SMITH JUVENILE PROBATION	2013 010-570-415	EDUCATION, TRAVEL	JUV/WOMEN IN CRIMIN MLS 4/8-11/13		03/18/13	06	120.00
							----- 120.00
DUE FROM GEN FUND - INDIG 112-131-010	2013 010-570-400	ATTORNEY FEES	JUV/REIMBURSE INDIG 2/16/13-3/13/13		03/13/13	06	625.00
							----- 625.00
GRAYSON COUNTY DEPARTMENT OF JUVENILE SERVICES 86 DYESS DENISON TX 75020	2013 010-570-405	MEDICAL SERVICE	JUV/B.H. DENTIST 2/ 5483		03/18/13	06 128099	25.00
	2013 010-570-488	POST ADJUDICATION-	JUV/G.S. FEB PLACEM 5482		03/18/13	06 128099	2,058.00
	2013 010-570-488	POST ADJUDICATION-	JUV/A.S. FEB PLACEM 5482		03/18/13	06 128099	2,744.00
	2013 010-570-488	POST ADJUDICATION-	JUV/J.P. FEB PLACEM 5482		03/18/13	06 128099	2,744.00
	2013 010-570-488	POST ADJUDICATION-	JUV/B.H. FEB PLACEM 5482		03/18/13	06 128099	1,120.00
						----- 8,691.00	
GULF COAST TRADES CENTER 143 FOREST SERVICE ROAD # NEW WAVERLY TX 77358	2013 010-570-487	FOSTER CARE NON-SE	JUV/C.M. FEB PLACEM 6197		03/18/13	06 128221	2,692.76
							----- 2,692.76
HOOD COUNTY SHERIFF - TRA 010-568-425	2013 010-570-425	TRANSPORT TRAVEL	JUV/REIMB TRANSPORT 2/28/13		03/18/13	06 128069	201.00
	2013 010-570-425	TRANSPORT TRAVEL	JUV/REIMB TRANSPORT 3/7/13		03/18/13	06 128195	244.33
							----- 445.33
HOTEL	2013 010-570-415	EDUCATION, TRAVEL	JUV/WOMEN IN CRIMIN HTL 4/8-11/13		03/18/13	06	367.77
							----- 367.77
JP MORGAN CHASE BANK, NA ACCT#XXXXXXXXX0002 9290 MA PO BOX 94016 PALATINE IL 60094	2013 010-570-425	TRANSPORT TRAVEL	JUV/B. PATE EXPENSE 3/1/13		03/18/13	06 128194	21.48
	2013 010-570-425	TRANSPORT TRAVEL	JUV/A. BALLEW EXPEN FEB 2013		03/18/13	06 128194	18.54
	2013 010-570-425	TRANSPORT TRAVEL	JUV/D. SMITH EXPENS FEB 2013		03/18/13	06 128194	6.03
	2013 010-570-425	TRANSPORT TRAVEL	JUV/S SANDERS PENDL 3/1/13		03/18/13	06 128194	8.00
						----- 54.05	
LENA POPE HOME, INC.	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/A.W. IND. SESSI 108500		03/18/13	06 128193	85.00

## ALL RECORDS FROM 03/20/2013 TO 03/20/2013 DATE-TO-BE-PAID

VENOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INV#	AP DATE	PD PO NO	AMOUNT
3131 SANGUINET ST.	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/A.W. FAMILY SES	108500	03/18/13	06 128193	85.00
	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/E.T. FAMILY SES	108500	03/18/13	06 128193	85.00
PORT WORTH TX 76107	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/E.T. IND. SESSI	108500	03/18/13	06 128193	85.00
							-----
							340.00
LINDA L. BAILEY, LPC	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/K.M. PARENT MEE FEB 2013		03/18/13	06 128068	80.00
3212 COLLINSWORTH STE 7	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/K.M. IND. SESSI FEB 2013		03/18/13	06 128068	225.00
							-----
FORT WORTH TX 76107							305.00
MARK B DEWITT ATTORNEY AT LAW PO BOX 1274 GRANBURY TX 76048	2013 112-570-400	ATTORNEY FEES	JUV/O.B.O. COURT AP CAUSE #J01051		03/18/13	06 128070	300.00
							-----
							300.00
MARK PILAND 115 W. PEARL #106 GRANBURY TX 76048	2013 010-570-400	ATTORNEY FEES	JUV/B.D.H. COURT AP CAUSE # J-365		03/18/13	06 128136	400.00
							-----
							400.00
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 # J01041		03/18/13	06 128123	150.00
							-----
							150.00
REDWOOD TOXICOLOGY LABORA PO BOX 5680 SANTA ROSA CA 95402	2013 010-570-485	DRUG TESTING	JUV/FEB. DRUG TESTI 00039620132		03/18/13	06 128192	396.25
							-----
							396.25
SENTINEL OFFENDER SERVICE 201 TECHNOLOGY DRIVE IRVINE CA 92618	2013 010-570-486	ELECTRONIC MONITOR	ANKLE MONITOR EM 74916		03/18/13	06 128204	111.15
							-----
							111.15
SPARKLETTTS - DS WATERS OF P O BOX 403628 ATLANTA GA 30384	2013 010-570-330	SUPPLIES	JUV/FEB. COOLER REN 8788499022813		03/18/13	06 128124	2.00
	2013 010-570-330	SUPPLIES	JUV/FEB. WATER 8788499022813		03/18/13	06 128124	6.50
							-----
							8.50
STAYBRIDGE SUITES	2013 010-570-415	EDUCATION, TRAVEL	JUV/WOMEN IN CRIMIN HTL 4/8-11/13		03/18/13	06	367.77
							-----
							367.77
TEXAS ASSOCIATION OF COUN RISK MGMT POOL/WORKERS' C PO BOX 200437 HOUSTON TX 77216	2013 010-570-204	WORKERS' COMP INSU	JUV/WORKERS' COMPEN 1STQR JAN-MAR 13		03/18/13	06 128067	687.50
	2013 010-570-204	WORKERS' COMP INSU	JUV/WORKERS' COMPEN 2NDQR APR-JUN 13		03/18/13	06 128067	687.50
							-----
							1,375.00
WOOD & ASSOCIATES POLYGRA	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/K.M. POLYGRAPH 2/12/2013		03/18/13	06 128100	200.00

## ALL RECORDS FROM 03/20/2013 TO 03/20/2013 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INV#	AP DATE	PD PO NO	AMOUNT
RICHARD H. WOOD 2303 B ROOSEVELT DRIVE ARLINGTON TX 76016	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/S.S. POLYGRAPH	2/21/2013	03/18/13	06 128100	200.00 ----- 400.00
WOODWARD YOUTH CORP. 1251 334 ST. WOODARD IA 50276	2013 010-570-487	FOSTER CARE NON-SE	JUV/K.L. PLACEMENT	FEB 2013	03/18/13	06 128102	3,864.00 ----- 3,864.00
XEROX CORPORATION PO BOX 731892 DALLAS TX 75373	2013 010-570-329	COPIER LEASE	JUV/FEB COPY MACHIN	066756053	03/18/13	06 128101	328.18 ----- 328.18
4M GRANBURY YOUTH SERVICE 696 N. FM 487 ROCKDALE TX 76567	2013 010-570-403	JUVENILE DETENTION	JUV/DETENTION	FEB 2013	03/18/13	06 128098	8,910.00
	2013 010-570-488	POST ADJUDICATION-	JUV/P.R. PLACEMENT	FEB 2013	03/18/13	06 128098	125.00
	2013 010-570-407	PSYCHOLOGICAL SERV	JUV/T.L. COUNSELING	FEB 2013	03/18/13	06 128098	195.00
	2013 010-570-405	MEDICAL SERVICE	JUV/T.M. TB TEST	2/8/13	03/18/13	06 128098	40.00
	2013 010-570-405	MEDICAL SERVICE	JUV/O.O. DR VISIT	2/22/13	03/18/13	06 128098	88.27
	2013 010-570-405	MEDICAL SERVICE	JUV/T.M. DR VISIT	2/6/13	03/18/13	06 128098	60.33
	2013 010-570-405	MEDICAL SERVICE	JUV/P.R. RX	2/1/13	03/18/13	06 128098	4.00
	2013 010-570-405	MEDICAL SERVICE	JUV/P.R. RX	2/15/13	03/18/13	06 128098	10.00
	2013 010-570-405	MEDICAL SERVICE	JUV/P.R. RX	2/15/13	03/18/13	06 128098	35.00
	2013 010-570-485	DRUG TESTING	JUV/Z.H. DRUG TEST	2/2/13	03/18/13	06 128098	4.50
	2013 010-570-488	POST ADJUDICATION-	JUV/P.R. PLACEMENT	FEB 2013	03/18/13	06 128098	3,375.00 ----- 12,847.10 -----
<b>TOTAL CHECKS TO BE WRITTEN</b>							<b>35,358.86</b>

**HOOD COUNTY JUVENILE BOARD  
JUVENILE PROBATION PAYROLL**

Payroll from February 25 through March 10, 2013

Paid on March 15, 2013

<b>Total Payroll - Fund 56</b>	<b>\$</b>	<b><u>9,082.68</u></b>
<b>Total Employees Paid</b>		<b>5</b>

Motion Made by Board Member



To ratify Payroll as presented.

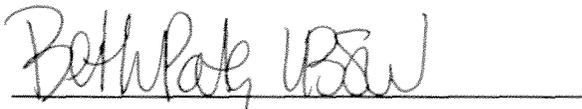
Seconded by Board Member



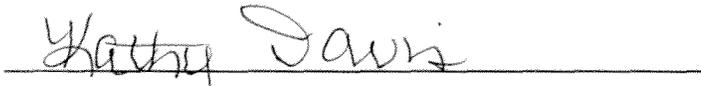
All voted AYE, motion carried.

Approved this 20th day of March 2013

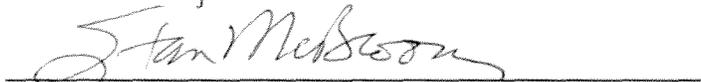
Juvenile Probation Director



Treasurer



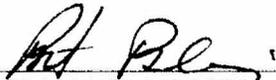
Auditor





## HOOD COUNTY PERSONNEL AND RISK MANAGEMENT

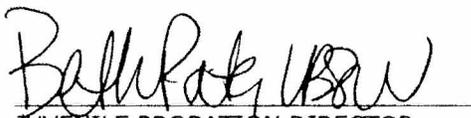
THE ATTACHED PERSONNEL CHANGES HAVE BEEN APPROVED BY THE JUVENILE BOARD ON  
MARCH 20, 2013

  
PERSONNEL DIRECTOR

  
AUDITOR

  
COUNTY JUDGE

  
DISTRICT JUDGE

  
JUVENILE PROBATION DIRECTOR

  
COUNTY COURT AT LAW JUDGE



## CONTRACT FOR RESIDENTIAL SERVICES

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the Hood County Juvenile Department and the Pegasus Schools, Inc. Hereinafter called Service Agency by this Agreement and in consideration of the mutual promises set forth below, agree that:

### I. PROVISION OF SERVICE

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

- A. For and in consideration of the above mentioned services, the Hood County Juvenile Department agrees to pay the Service Agency **\$138.25** per client day for **Specialized Level of Care** and **\$96.17** per client day for **Moderate Level of Care**. This fee does not exceed actual cost of childcare in the Service Agency, and does not exceed the amount allowed in the current CJD Maximum Rate Schedule. For juveniles placed in the facility under the Title IV-E program, **the county agrees to pay the facility based on the TDPRS level of care (LOC) as currently effective or subsequently amended.**
  
- B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, Etc., and that the Service Agency must retain space for this client until his return, Hood County Juvenile Department will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its program providing they do not exceed ten (10) days at any one time.
  
- C. If a client makes an unauthorized departure from the Service Agency, Hood County Juvenile Department shall be notified immediately. If the client returns to the Service Agency within ten (10) days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten days of payment.

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

## II INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

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

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

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

### III. EXAMINATION OF PROGRAM AND RECORDS

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

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

#### IV PERFORMANCE MEASURES

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

#### V. FEE ASSESSMENT

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

- B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that Hood County Juvenile Department is not charged for such fiscal support for which the client is otherwise eligible.
- C. Contractor understands that acceptance of funds under this contract acts as acceptance of the State Auditors' Office. Or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority of audit funds received indirectly by subcontractors through Contractor and requirements to cooperate is included in any subcontracts it awards.

#### VI. EQUAL OPPORTUNITY

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

#### VII. OFFICIALS NOT TO BENEFIT

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

#### VIII. DEFAULT

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

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

IX. TERMINATION

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

X. LAW AND VENUE

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

XI. CONTRACT PERIOD

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

BY: 

Chief Juvenile Probation Officer

\_\_\_\_\_

BY:  MS, LLC

Mike Reyna  
Program Director  
Pegasus Schools, Inc.

DATE: 3/20/13

DATE: 3-25-13