

MAR 22 2021

**Approved**

**REQUEST FOR AGENDA PLACEMENT FORM**

**Submission Deadline - Tuesday, 12:00 PM before Court Dates**

**SUBMITTED BY:** Cristy Malott

**TODAY'S DATE:** 3/10/21

**DEPARTMENT:** Juvenile Services

**SIGNATURE OF DEPARTMENT HEAD:** 

**REQUESTED AGENDA DATE:** 03/22/2021

**SPECIFIC AGENDA WORDING:** Consideration of Contract for Detention Services Randall County

**PERSON(S) TO PRESENT ITEM:** Cristy Malott

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

**TIME:** 1 min

**ACTION ITEM:**  \_\_\_\_\_

**WORKSHOP:** \_\_\_\_\_

(Anticipated number of minutes needed to discuss item) **CONSENT:** \_\_\_\_\_

**EXECUTIVE:** \_\_\_\_\_

**STAFF NOTICE:**

**COUNTY ATTORNEY:**

**IT DEPARTMENT:** \_\_\_\_\_

**AUDITOR:** \_\_\_\_\_

**PURCHASING DEPARTMENT:** \_\_\_\_\_

**PERSONNEL:** \_\_\_\_\_

**PUBLIC WORKS:** \_\_\_\_\_

**BUDGET COORDINATOR:** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_

STATE OF TEXAS §

CONTRACT FOR DETENTION SERVICES

COUNTY OF RANDALL §

This contract and agreement made and entered into by and between the County of Randall, acting by and through its duly authorized representative, the Chairman of the Juvenile Board of Randall County Texas, James W. Anderson, and the Juvenile Board of Johnson County, acting by and through its duly authorized representative, Robert Mayfield, Chairperson, to be effective March 1, 2021, through September 30, 2021, pursuant to the authority of Vernon's Texas Civil Statutes, Article 4413(32c) ("The Interlocal Cooperation Act").

WHEREAS, Randall County operates the Youth Center of the High Plains, said Youth Center having been duly inspected and certified as being suitable for the detention and treatment of Youth; and

WHEREAS, Johnson County, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code has need of the use of secure facilities to house and maintain a 'child', as defined in Section 51.02(2), Juvenile Justice Code, who is accused of having committed an offense and is awaiting court action, an administrative hearing or other transfer action.

WHEREAS, Randall County desires to make the facilities available to Johnson County for such use and purpose, and said county desires to contract for the use of said facilities:

I. **PROVISIONS OF SERVICES**

The Youth Center of the High Plains agrees to provide the following detention services, which shall be limited to juveniles accused of delinquent conduct or conduct indicating a need for supervision. Services shall include:

- A safe and secure environment*
- 24 hour intake services*
- Mental health screening*
- Academic program*
- Cognitive/behavior model:*
  - Rational behavior training*
  - Social skills*
  - Substance Abuse Basic Education*
- Routine medical care*
- Recreation program*
- Crisis counseling*

- A. For and in consideration of the above-mentioned services, Johnson County agrees to pay the Youth Center of the High Plains an amount not to exceed \$140.00 per child, per day. This fee does not exceed the actual cost of childcare in the Youth Center of the High Plains and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.

Johnson County plans to utilize the Youth Center on an "as space is available" basis.

Recognizing that time away from the setting of the Youth Center will be necessary for situations such as hospitalization or pre-planned visits to placement facilities, the Youth Center must retain space for the child until their return. Johnson County will pay the service Agency the above agreed upon amount for such regularly scheduled days away from the Youth Center and its program providing they do not exceed ten (10) days at any one time without prior written permission. Except in an emergency, or upon expiration of a court

order, the Youth Center will not release a child to any person other than an agent for Johnson County without express consent of Johnson County.

- B. The Youth Center shall provide basic services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous.
- C. Routine medical care will be provided within the facility. All other dental, medical, mental health, psychological testing, and laboratory services will be billed to Johnson County.
- D. Prescription drugs will be the responsibility of Johnson County. Ten days prior to the depletion of a supply, the child's Juvenile Probation Officer will be contacted in order for that child's parents to provide the prescription. If a new supply is not received five working days prior to the depletion of the prescription, the medical staff at the Youth Center will order the script and Johnson County will be billed.
- E. If a child in the Youth Center becomes seriously ill or is involved in a serious accident, the Youth Center will ensure that the child's parents and department are notified. Attempts will be made to notify the probation officer and parents immediately. If emergency examination, treatment, or hospitalization outside the Youth Center is required for a child placed in the Youth Center by Johnson County, the Administration Staff of the Youth Center is authorized to secure such examination, treatment, or hospitalization at a local medical facility at the expense of Johnson County, which will be billed for the same.
- F. If a child makes an unauthorized departure from the Youth Center, the Johnson County Juvenile Department shall be notified immediately. If a child makes an unauthorized departure from an agent of Johnson County, while in detention at the Youth Center, the Youth Center will be notified as soon as possible.
- G. If a child is accepted by the Youth Center from Johnson County and the Administration Staff has reason to believe that such child is mentally ill or suicidal, and has need of a mental health assessment, then the administrative staff shall notify the contracting Johnson County Juvenile Probation Department, who shall then arrange for the child to be evaluated by a mental health professional. If the assessment determines that the child is in need of immediate mental health services and inappropriate for detention at the Youth Center, the Johnson County Juvenile Probation Department may institute mental commitment proceedings. The Youth Center may, based on their discretion, receive the child back into its custody, if such assessment does not indicate that the child is in need of immediate mental health services, or if the child is not committed to a mental health facility.
- H. It is further understood and agreed by the parties hereto that children placed in detention care in the facilities shall be removed by Johnson County, its agents, servants or employees at the conclusion of the time period authorized by the Court Order issued by a Judge of a Juvenile Court of Johnson County, unless the Administration Staff has sufficient notice that a new order has been issued authorizing the continued detention.
- I. Payment is to be made monthly. Claim for payment will be submitted no later than twenty days from the last day of the month for which payment is being requested.
- J. The Youth Center is under no obligation to accept a child who is deemed inappropriate for detention by the Administration Staff of the Youth Center.

- K. The Randall County Chief Juvenile Probation officer or designee retains the right to direct contracting counties to remove children in the Youth Center based on local population needs and/or staffing requirements.
- L. In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for detention services, the Youth Center shall notify the Canyon Independent School District in which the school is located not later than the third day after the date a child is placed in detention.

**II. GOALS & AGGRAGATE DATA**

- A. The goal of Detention Services in the Youth Center of the High Plains is to maintain a safe, secure, productive environment.
- B. The Youth Center will provide to Johnson County annual indicators, which will express the effectiveness of the Youth Center in providing a safe & secure detention facility.

**III. EXAMINATION OF PROGRAM AND RECORDS**

- A. The Youth Center agrees that it will permit Johnson 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 visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Youth Center and the child.
- B. The Youth Center shall provide to Johnson County such descriptive information on contracted children as requested on forms provided by Johnson County.
- C. The Youth Center agrees to maintain and make available for inspections, audit or reproduction by an authorized representative of Johnson County and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- D. The Youth Center shall, when receiving whole or partial payment with any state grant funds, retain all applicable records for a minimum of seven (7) years and until any pending audits and all questions arising therefore have been resolved and shall make all contractual agreements with Johnson County available for Department inspection.

**IV. OFFICIALS NOT TO BENEFIT**

No officer, member or employees of Randall County and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the project is situated or being carried 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 effects his personal interest or have any personal or pecuniary interest, direct or indirect in this Contract or the proceeds thereof.

**V. DUTY TO INFORM**

- A. In the event that any principal administrative person of the Youth Center of the High Plains becomes the target of an investigation involving an allegation of moral turpitude, fraud, illegal activity or child abuse, the Youth Center will notify Johnson within ten (10) working days.

- B. The Youth Center of the High Plains will notify Johnson County of any affirmative findings of child abuse, neglect, or exploitation.

**VI. EQUAL OPPORTUNITY**

- A. Services shall be provided by the Youth Center in compliance with the Civil Rights Act of 1964. The Youth Center will not discriminate against any employee, applicant for employment, or child because of race, religion, sex, national origin, age or handicapped condition.
- B. The Youth Center will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, sex, national origin, age, or handicapped condition.
- C. The Youth Center agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV related medical information in accordance with the provisions found in Acts 1989, 71<sup>st</sup> Leg., Ch. 1195, Section 5.03 and Section 5.04.

**VII. DEFAULT**

Johnson County may, by written notice of default to the Youth Center, terminate the whole or any part of this contract in any one of the following circumstances:

- 1) If the Youth Center fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- 2) If the Youth Center 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 (or such extension as authorized by Johnson County in writing) after receiving notice of default.
- 3) Except as respect to defaults of sub-contractors, Randall County shall not be liable for any excess costs if the failure to perform this contract arises out of causes beyond the control and without the fault or negligence of Randall County. If the failure to perform is caused by sub-contractors, and without the fault or negligence of either of them, Randall County shall not be liable for any excess costs for failure to perform.

**VIII. ASSURANCES**

- A. The Youth Center shall comply with all applicable state and federal laws.
- B. The Youth Center shall account separately the receipt and expenditure of state funds.
- C. The Youth Center will be operated in accordance with standards promulgated by the Texas Juvenile Justice Department.
- D. The personnel of the Youth Center shall make all reports of abuse, neglect and exploitation to the Texas Juvenile Justice Department, and the appropriate law enforcement agency as prescribed by law. The placing County will be notified of investigations involving their resident.

- E. The Youth Center is owned and operated solely by Randall County and therefore exempt from certifying its eligibility to receive state funds and is therefore exempt from service provider reporting, however, the Youth Center will voluntarily provide information on its services as outlined above in this contract.
- F. Per Government Code, Chapter 2270, the Randall County Juvenile Probation Department / Youth Center of the High Plains acknowledges that it does not currently, and shall not during the term of this contract, boycott Israel.
- G. The Johnson County Juvenile Probation Department, based on information from monitoring or other verifiable sources, may terminate this contract for the reasons set forth in the article dealing with termination below, or take other actions including, but not limited to:
  - 1) Impose recommendation from audit or investigate finding, or sanctions, and/or
  - 2) Suspend, place into abeyance, or remove any contractual rights including, but not limited to, withholding payment, cessation of placement and/or other removal of all clients presently in the program.

**IX. PRISON RAPE ELIMINATION ACT (PREA)**

Pursuant to 28 CFR, Part 115, Section 115.13 (Standards for Juvenile Facilities), Randall County, if providing services in a secure correctional facility under this contract, shall adopt and comply with the Juvenile Facility Standards set forth in the National Standards to Prevent, Detect, and Respond to Prison Rape Under the Prison Rape Elimination Act. At least once during the three-year period beginning on August 30, 2013 and at least once during each three-year period thereafter, Randall County – Youth Center of the High Plains shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to Johnson County. Randall County – Youth Center of the High Plains shall be subjected to annual contract monitoring by Johnson County to ensure that Randall County – Youth Center of the High Plains is complying with the PREA standards (PREA §115.312(b)).

**X. TERMINATION**

- A. The Contract may be terminated by either party by giving ten (10) days written notice to the other party hereto of the intention to terminate.
- B. Termination of the child's detention residence with the Youth Center of the High Plains shall occur only after notifying the Johnson County Juvenile Probation Department's Placement Officer of the causes and with sufficient lead-time of at least two (2) days to allow alternate detention.

**XI. LAW AND VENUE**

In any legal action arising under this Contract, the laws of Texas shall apply and venue shall be in Randall County.


XII. **CONTRACT PERIOD**

The Contract period will be effective on the day of award to September 30, 2021, with three options to renew for an additional twelve (12) month periods. Allowable per diem rates will be adjusted annually to conform to pre-established rate schedules for the applicable fiscal year.

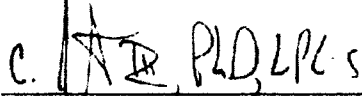
XIII. **DESIGNATION OF OFFICIAL AUTHORIZED TO ACT**

The Youth Center of the High Plains hereby designates the Chief Juvenile Probation Officer of Randall County to serve as its representative in all matters pertaining to this contract.

**YOUTH CENTER OF THE HIGH PLAINS**  
9300 S. Georgia, Amarillo, TX 79118

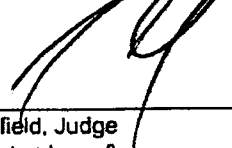
  
3/9/2021 8:18:13 AM  
James W. Anderson, Judge  
County Court at Law #1  
& Chairman, Randall County Juvenile Board

Date: March 9, 2021


  
C. Joe Barton III, Ph.D., LPC-S  
Chief Juvenile Probation Officer  
Randall County

Date: 3/8/2021


**JOHNSON COUNTY JUVENILE JUSTICE**

  
Robert Mayfield, Judge  
County Court at Law, &  
Chairman, Johnson County Juvenile Justice Board  
Johnson County Juvenile Board  
1102 East Kilpatrick, Cleburn, TX 76031

Date: 3/9/21

  
Cristy Malott  
Chief Juvenile Probation Officer  
Johnson County

Date: 3/9/2021

  
Johnson County Judge      3-22-2021      Date