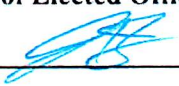


AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: October 10, 2023
Meeting Date: October 23, 2023
Submitted By: Jeremy Burrell
Department: Juvenile Services
Signature of Elected Official/Department Head:


Court Decision: <small>This section to be completed by County Judge's Office</small>
COMMISSIONERS COURT
OCT 23 2023
Approved

Description:

- p. Contract and Agreement for Secure Long-Term and Short-Term Residential Services, Hays County
- q. Contract for Residential Services, Pegasus Schools, Inc.
- r. Contract for Detention Services, Randall County
- s. Contract for Secure Residential Services, Randall County
- t. Interlocal Cooperation Agreement Post-Adjudication Secure Correctional, Randall County
- u. Contract and Agreement for Secure Long-Term Residential Services, Youth Opportunity Investments, LLC

(May attach additional sheets if necessary)

Person to Present: N/A

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: N/A minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

- County Attorney IT Purchasing Auditor
- Personnel Public Works Facilities Management

Other Department/Official (list) Juvenile Board

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

STATE OF TEXAS §

CONTRACT FOR SECURE RESIDENTIAL 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 Court(s) of Johnson County, acting by and through its duly authorized representative F. Steven McClure, Chairperson, to be effective October 1, 2023 through September 30, 2024, pursuant to the authority of Vernon's Texas Civil Statutes, Article 4413(32c) ("The Inter-local Cooperation Act").

WHEREAS Randall County operates the Youth Center of the High Plains, said facility having been duly registered, inspected and certified as being suitable for the post adjudication 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, during its post-dispositional treatment program prescribed by the court; and

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

I. PROVISIONS OF SERVICES

The Youth Center of the High Plains agrees to provide residential treatment services, which shall be limited to juveniles adjudicated for delinquent conduct or conduct indicating a need for supervision. Residential treatment services provided are outlined in the attached Appendix A for the Constructive Living Unit.

- 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 \$170.00 per client day for post adjudication services.

This fee does not exceed the actual cost of childcare in the residential programs of the Youth Center.

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

- B. The Youth Center shall provide basic residential services, including standard supervision by qualified adults, food and snacks, recreation, allowances, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous.
- C. Provide and document paraprofessional and professional counseling, off-campus visits or furloughs, major incidents, and worker contacts for clients in CLU. Any and all costs associated with off-campus visits or furloughs will be paid by the Johnson County.
- D. 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 report of abuse and/or neglect. These records shall be made available to Johnson County for periodic inspection.

- E. Recognizing that a part of a child's rehabilitation program may include time away from the Constructive Living Unit residential setting of the Youth Center such as home visits, outings, etc., and that the Youth Center must retain space for this child until his/her return, Johnson County will pay the Youth Center the above agreed upon amount for such regularly scheduled days away from the Youth Center residential programs providing they do not exceed ten (10) days at any one time, without prior written permission.

A resident may be furloughed prior to graduation or appropriate exit to assess their ability to maintain appropriate behaviors in the community. This will only be done with the placing county's approval and the placing county will not be charged.

- F. Routine medical care will be provided within the facility. All other dental, medical, mental health, psychological testing, prescription medications, and laboratory services will be billed to Johnson County.
- G. 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 the Johnson County Juvenile Probation Departments are notified. Attempts will be made to notify the probation officer and parents immediately. If emergency examination, treatment or hospitalization outside the facility is required the Administrative 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 and to request that Johnson County be billed for the same.
- H. If a child makes an unauthorized departure from the Youth Center, Johnson County shall be notified immediately. If a child makes an unauthorized departure from an agent of Johnson County, while in residential care at the Youth Center, the Youth Center will be notified as soon as possible.
- I. The Youth Center is under no obligation to retain space for the child in unauthorized departure situations. If the Youth Center retains space for the child, Johnson County shall be billed for the period not to exceed ten (10) days.
- J. Payment is to be made monthly. Claim for payment will be submitted within approximately twenty (20) days from the last day of the month for which payment is being requested.
- K. The Youth Center is under no obligation to accept a child who is deemed inappropriate by the Administrative Staff of the Youth Center for placement in the residential programs of the Youth Center.
- L. If a child is accepted by the Youth Center from Johnson County and the Administrative 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 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 residential placement at the Youth Center of the High Plains, 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.

- M. In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for residential services, the Youth Center shall notify the Canyon Independent School District no later than the third day after the date a child is placed in the facility.

II. GOALS, OUTPUTS & MEASURABLE OUTCOMES

- A. The Youth Center agrees to pursue the goals and values of the Johnson County Juvenile Probation Department through providing services to residents which enable growth, and development of the resident's potential. This development will be through provision of a safe, drug-free environment in which therapeutic services are utilized as tools for educational, emotional, and behavior change.
- B. The Youth Center shall provide Johnson County Juvenile Probation Department information on an annual basis which outlines the services provided to residents. This report shall include indicators on the effectiveness of the program as measured by output and outcome measures.

III. INDIVIDUAL SERVICE PLAN AND FAMILY INVOLVEMENT

- A. The Service Plan shall be developed within the first month of placement into the CLU program.
- B. The Service Plan should contain an overview of the resident's monthly progress; program assignments; treatment skills; therapeutic program participation; and individualized treatment goals that address the risk/needs of each youth.
- C. The Service Plan will be reviewed monthly by the treatment team consisting of the Coach Staff, Counselor, Case Manager, and resident.
- D. The Case Manager will contact the resident's assigned Juvenile Probation Officer to participate in a monthly review of the service plan. In this review, the resident will be made available to the juvenile probation officer as outlined in 343.688.
- E. The Case Manager will contact the resident's family/caregiver to participate in a monthly review of the service plan.
- F. The original Service Plan shall be retained in the resident's file, with copies provided to the resident, the resident's parent or legal guardian and the supervising Juvenile Probation Officer.
- G. Every three months, an in-person review of the Service Plan will be held with all members of the treatment team, the resident, the family/caregiver, and the Juvenile Probation Officer.
- H. Copies of the Service Plan review shall be provided to the resident, the resident's parent or legal guardian, the Juvenile Probation Officer, and the original retained in the resident's file.
- I. Johnson County reserves the right to terminate the child's placement at the Youth Center at its discretion. The Youth Center will not release a child to any person or agency other than an agent of Johnson County without the express consent of Johnson County.

- J. The Youth Center shall assist the Johnson County Juvenile Probation Department in completing an appropriate individualized aftercare plan.
- K. The Johnson County Juvenile Probation Department must approve the child's participation in any furloughs, home visits, or extended trips while in CLU.
- L. Unless otherwise stipulated by the Johnson County Juvenile Probation Department, the child may visit with parents and relatives at the placement in accordance with established Youth Center policies.
- M. Youth Center personnel shall not dispense prescription medication without verification that a physician has prescribed that medication for that particular child.

IV. 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 their client's records. This examination and evaluation of the program will include unscheduled site visitations, observation of program 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 its program and residents placed by the Johnson County Juvenile Probation Department 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.
- E. Johnson County shall evaluate the Youth Center's performance under this Agreement according to the following specific goals for the Youth Center:
 - 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's protective factors increase as they progress in the treatment program.
- F. Johnson County shall additionally evaluate the Youth Center 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 averaged total number of days for children to successfully complete the program.
 - 4. The total number of children leaving the residential program to be reunified with the family.

5. The total number of children leaving the residential program to be placed in another secure/unsecure placement.
 6. The total number of children leaving the residential program for a TJJD Commitment
 7. The total number of children leaving the residential program for placement at the Randall County Jail.
- G. The Youth Center shall report on a semi-annual basis to Johnson County as to each of the foregoing output and outcome measures. These reports will be reviewed by Johnson County in order to monitor the Youth Center for programmatic compliance with this Agreement.

V. FEE ASSESSMENT

- A. Residents or their families shall not be assessed fees for services by the Youth Center unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek contribution from families of Johnson County residents for clothing, personal articles, and funds to assist in a youth's special needs.
- B. If a child is eligible for fiscal support from another state agency or organization, the Youth Center shall ensure that Johnson County is not charged for such fiscal support for which the client is otherwise eligible.
- C. The Youth Center agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. The Youth Center will not contact other department employees regarding any claims of payment.
- D. The Youth Center agrees and understands that all financial obligations of Johnson County provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.
- E. The Youth Center is hereby notified that state funds are used to pay for services rendered to Johnson County. For this reason, the Youth Center shall account separately for the receipt and expenditure of all funds received from Johnson County and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds.

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, 71st Leg., Ch. 1195, Section 5.03, and Section 5.04.

VII. 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 as proscribed by law. The placing County will be notified of investigation involving their residents.
- 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.

VIII. 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.

IX. 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 County within ten (10) working days.
- B. The Youth Center will notify Johnson County of any affirmative findings of child abuse, neglect, or exploitation.

X. 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 provision 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.

XI. CONFIDENTIALITY OF RECORDS

The Youth Center shall maintain strict confidentiality of all information and records relating to children involved in Johnson County 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.

XII. DUTY TO REPORT

As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349 and 351, or successor provisions, the Youth Center shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of Johnson County) within twenty-four (24) hours from the time the allegation is made, to all of the following:

- 1) Local law enforcement agency
- 2) Texas Juvenile Justice Department by submitting a TJJJD Incident Report Form to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
- 3) Johnson County Juvenile Probation Department.

For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

XIII. 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)].

XIV. WAIVER OF SUBROGATION

The Youth Center 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 Johnson County. The Youth Center also waives any rights it may have to indemnification from Johnson County.

XV: SOVEREIGN IMMUNITY

This Agreement is expressly made subject to Randall County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. 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 Randall County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

XVI: REPRESENTATIONS AND WARRANTIES

The Youth Center hereby represents and warrants the following:

- 1) That it has all necessary right, title, license, and authority to enter into this Agreement.
- 2) That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certification to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Randall, or any political subdivision thereof.
- 3) That it carries sufficient insurance to provide protection to Johnson County under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement.
- 4) That all 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; and
- 5) That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

XVII: LEGAL CONSTRUCTION

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.

XVIII: PRIOR AGREEMENTS SUPERSEDED

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.

XIX: 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 residential residence with the Youth Center of the High Plains shall occur only after notifying the Johnson County Juvenile Probation Department of the causes and with sufficient lead-time of at least ten (10) days to allow alternate placement.

XX. LAW AND VENUE

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

XXI. CONTRACT PERIOD

The Contract period will be effective on the day of award to September 30, 2024, with three (3) options to renew for an additional twelve (12) month period. Allowable per diem rates will be adjusted annually to conform to pre-established rate schedules for the applicable fiscal year.

XXII. DESIGNATION OF OFFICIAL AUTHORIZED TO ACT

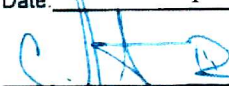
The Youth Center of the High Plains hereby designates the Chief Juvenile Probation Officer of Randall County to serve as its representative in all matters pertaining to this contract. It shall be automatically renewed for one (1) year terms, thereafter, commencing October 1st and ending September 30th, 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.

The terms of this Agreement shall be extended until such time as all services which have been requested by JPD, and are pending on the termination date stated above, have been performed.


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



9/22/2023 8:31:06 AM
James W. Anderson, Judge, County Court at Law & Chairman, Randall County Juvenile Board


Date: September 22, 2023


C. Joe Barton III, Ph.D., LPC - S
Chief Juvenile Probation Officer
Randall County
Date: 9-21-2023

JOHNSON COUNTY JUVENILE PROBATION
1102 East Kilpatrick, Cleburn, TX 76031


F. Steven McClure, Judge, County Court at Law, & Chairman, Johnson County Juvenile Justice Board
Johnson County Juvenile Board
Date: 09/21/2023


Jeremy Burrell,
Chief Juvenile Probation Officer
Johnson County
Date: 9/21/2023


Chris Boedeker,
Johnson County Judge
Date: 10-23-23

APPENDIX A

Constructive Living Unit (C.L.U.)

The Constructive Living Unit (CLU) residential program provides:

- A therapeutic milieu based on Rational Behavior Training
- Fully accredited education program provided by the Canyon Independent School District
- Appropriate daily recreation, exercise & leisure time
- Opportunity for substance abuse counseling as needed
- Social skills training
- Daily living skills
- Experiential counseling
- Highly structured environment
- Emphasis on individual responsibility and personal accountability.

Additional Specialized Treatment Services

Sex Offenders

Services will be provided within the Youth Center, a contracted licensed sex offender treatment provider for youths that are accepted into the residential program of the Youth Center of the High Plains and require sex offender treatment. The LSOTP will provide specific sex offender treatment in their Systemic Treatment of Perpetrators (STOP) Program. The STOP Program is a qualified sex offender program.

Substance Abuse

Residents identified with substance abuse needs will receive an assessment by a licensed chemical dependency counselor who will make recommendations for the resident's individualized treatment plan. Residents in need of substance abuse services will receive these services in addition to the CLU programming.

Mental Health

The residential program may accept youth in need of mental health services. The residential program contracts with a psychiatrist that specializes in adolescents and who is responsible for psychotropic medication maintenance. Three (3) licensed professional counselors provide individual therapy.