

**AGENDA PLACEMENT FORM**

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

Date: September 16, 2025

Meeting Date: October 14, 2025

Submitted By: Steve Gant

Department: Juvenile Services

Signature of Elected Official/Department Head:

*Steve Gant*

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| <b>Court Decision:</b><br><small>This section to be completed by County Judge's Office</small>          |
| <br><b>10/14/2025</b> |

**Description:**

Consideration and Approval of Contract for Residential Services with Shoreline, Inc.

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(May attach additional sheets if necessary)

Person to Present: Steve Gant

(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: \_\_\_\_\_ 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) \_\_\_\_\_

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

**STATE OF TEXAS  
COUNTY OF JOHNSON  
CONTRACT FOR RESIDENTIAL SERVICES**

This placement Agreement is entered by Johnson County (collectively referred to as "County") and Shoreline, Inc., a for-Profit Organization, licensed to do business in the State of Texas, herein called ("Service Agency") agree as follows:

**PROVISIONS OF SERVICE**

**Service Agency, shall:**

- provide residential services, including food, shelter, and supervision 24 hours a day.
- provide Necessary counseling services including individual, family, and group sessions.
- provide Education through its residential Campus
- provide a completed application for Medicaid for the youth upon admission.
- provide each youth Probation Officer with a written report of the youth's progress on a monthly basis.
- ensure that the County approves, in writing the youth's participation in any furloughs, home visits, or extended agency trips.
- ensure that unless, otherwise stipulated by the County, the youth may visit freely with parent(s) and relatives at the Service Agency in accordance with established Service Agency policies.
- ensure that suspected or alleged cases of child abuse are immediately reported to the County Placement Officer, proper authorities and the Department of Protective and Regulatory Services.

**SERVICE PLAN**

Each youth placed at the Service Agency will have a written Initial Service Plan (ISP) completed by the appropriate Service Agency Staff within (5) days and every (30) days the service plan will be updated. The ISP will define goals, outputs, and measurable outcomes, shall contain the reasons for placement and goals for the youth to learn family initial skills, refrain from hostile aggressive acts towards others, and learn how to develop positive relationships with the family unit and /or society that will help toward a resolution of the problem(s) for which treatment is purchased and learn how to develop a chemical free lifestyle. A copy of the reviews will be sent to the appointed Probation Officer. The provisions do not apply to youths receiving Emergency Care.

Enhance and/or develop and further develop educational skills for the youth.

Successfully complete the program with a minimal number of incidents.

Provide at least 150 hours of counseling.

Provide individual therapy at least weekly and group therapy at least two times per week and Group counseling three times per week, and family therapy as geographically possible. All therapy and counseling sessions shall be performed by the appropriate Qualified Credentialed Counselor (QCC). The QCC must meet the requirements as determined by the Contractor's Licensing Agency.

If a youth in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, is involved in an incident of a serious nature, the Service Agency shall notify the youth's Probation Officer and the County Placement Officer immediately and ensure that the parents and proper authorities, including the Texas Department of Protective and Regulatory Services, are notified.

The County reserves the right to terminate the youth's placement at the Service Agency at its discretion. The Service Agency must not release the youth to any person or agency without the express consent of the County.

The Service Agency is under no obligation to accept a youth who is deemed inappropriate for placement in the program by the Service Agency.

### **PAYMENT FOR SERVICES**

The County agrees to purchase 24-hour therapeutic childcare from the Service Agency who is licensed by the Texas Commission on Alcohol & Abuse as a Substance Abuse Treatment Facility, herein referred to as COMMISSION, to provide Levels of care Level I, Level II, Level III, and Level IV, such levels as defined by the COMMISSION'S licensing standards.

The County agrees to pay the Service Agency \$270.00 per day per youth for SPECIALIZED. The County agrees to pay the Service Agency based on the level of care as currently effective or subsequently amended.

The Service Agency shall submit a billing statement to the County for services monthly. Each billing statement shall contain the name of the youth(s) along with the number of days (stated consecutively) for which payment is requested.

This agreement recognized that a part of the youth's rehabilitation program may include time away from the Service Agency such as weekends, holidays etc. The Service Agency must retain space for the youth until their return. The County will pay the above agreed amount for such regular scheduled days away from the Service Agency facility or its program providing they do not exceed (10) days at a time. The Service Agency is under no obligation to retain space for the youth in an unauthorized departure situation.

The County agrees to provide transportation for the youth(s) to and from the Service Agency at the time of admission and discharge. Should the Service Agency provide transportation services, reimbursement for transportation costs must be approved by a member of the County Juvenile Probation Department. The Service Agency is responsible for all transportation incidentals to the care of the youth, including medical and dental visits. Service Agency may request that the parents contribute to transportation cost for furlough from placement.

Medical and Dental services shall be reimbursed by the County upon the submission of a billing statement/invoice for said services.

### **EXAMINATION OF PROGRAM AND RECORDS**

The Service Agency agrees to maintain and make available for inspection, audit, or reproduction, by an authorized representative of the County and the State of Texas. books, documents, and other evidence pertaining to the receipt and expenditure of all funds received under this Contract, herein after called the records.

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 the youth's record. The examination and evaluation of the program will include unscheduled site visitations and observations of the program in operation. The Service Agency shall provide the County with such descriptive information on contracted youth as requested.

The Service Agency agrees to maintain these Records for not less than (7) years after final payment, or until the State approves an audit and all questions are resolved. If any audit has been initiated prior to the expiration of 7 years following the final payment pursuant to this agreement.

### **FEE ASSESSMENT**

Provide certification eligibility, Under Section 231.006 Family Code, the vendor or applicant certifies that the individual or business entity named in this contract bid, or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certificate is inaccurate.

Youths and their families shall not be assessed for services by the Service Agency unless the Court specifies arrangements. This does not preclude reasonable attempts to seek voluntary contribution from families of the County for donations of clothing, personal articles, and funds to assist in supporting youth's rehabilitation.

If a youth is eligible for fiscal support from another State Agency or Organization, the Service Agency shall ensure that the County is not charged for such fiscal support for which is otherwise eligible.

Service Agency is hereby notified that state funds are used to pay for services rendered to the County Juvenile Probation Department. For this reason, the Service Agency shall account separately for the receipt and expenditure of all funds received from the County Juvenile Probation.

The Service Agency agrees to make claims for payment or direct any payment disputes to the County Juvenile Probation's Fiscal Officer. The Service Agency will not contact other department employees regarding any claims of payment.

### **EQUAL OPPORTUNITY**

The Service Agency will not discriminate against any employee, applicant or patient because of race, religion, color, national origin, age, or handicapped conditions. The Service Agency will take affirmative action to ensure that applicants and employees are treated with respect during employment without regard to their race, religion, color, sex, national origin, or handicapped condition.

### **TERMINATION**

This Contract may be terminated by either party, upon (10) days written notice to the other party of the intention to terminate upon expenditure of funds. The County may, upon (30) calendar days' written notice to Service Agency, to terminate the contract in any one of the following circumstances if:

The Service Agency fails to comply with the County's reporting requirements, the objectives, terms, conditions, or standard of this contract applicable federal, state, of local laws, rules regulations and ordinances, or any other requirements set forth in this contract. The Service Agency fails to perform the work and services required by this contract within the time specified herein or any extension thereof.

Service Agency fails to correct its noncompliance with any terms or provisions of this contract within (30) calendar days (or any extensions as authorized by the County in writing) after receiving notice of noncompliance or funds allocated to the County by the State should become reduced, depleted, or unavailable during the Contract term.

### **LAWS AND VENUE**

In any legal action arising under this contract, the laws shall apply, and the venue shall be in Johnson County, Texas

### **CONTRACTED PERIOD**

The term of this agreement is for (12) months, commences September 1, 2025, and ends August 31, 2026, unless one party notifies the other in writing, at least (30) days prior to the expiration of said term, of its intention to not renew this agreement.

### **INDEMNITY, INSURANCE AND CERTIFICATION**

**Service Agency shall indemnify and hold harmless, The County, its agents, officers, employees, and public officials, from all injury and damage to person or property caused by the negligent or intentional acts, or omissions of the agency, its agents, employees, patients, invitees, including the negligent supervision of any person residing at or participating at its facility or in any of its program.**

**The Service Agency shall purchase at its own expense commercial public liability insurance in a general aggregate limit of not less than \$3,000,000 for personal injury and \$1,000,000 for property damage. Such policies shall be with an insurance company licensed to do business in Texas. The County shall be given at least (30) days advanced written notice of any lapse, amendment, or cancellation.**

**Service Agency warrants that it is certified, approved or licensed by all Federal, State, or local Agencies or departments, which have jurisdiction to regulate any activity, performed in or by an adolescent residential treatment center. Proof of such certification, approval or license shall be provided to the County Juvenile Probation Department within (10) days of execution of this document.**

### **OUTCOME MEASURES**

**Evaluation of the contract by the County will be performed by using the following OUTCOME MEASURE: (1) 80% of placements remain chemical free and without incident for one year from the time of discharge; (2) 80% of placements will successfully complete their transition back into public schools without further incidents; (3) 80% of placements will report improved family functioning; and (4) 80% of progress reports will be received in a timely manner. The progress for each youth is monitored through a Level Point System. The System is designed to help staff assess rewards and assign consequences as part of the behavioral modification modality. The behavioral, emotional, and physical and education status of each youth is taken into consideration.**

**Assessment of the youth's progress through the level system and successful completion of the Initial Service Plan will carry the following weight (1) Unit Behavioral 40%; (2) Therapy/Treatment Plan Participation 25%; Recreational Therapy Participation 15%; and School Participation 20% in the determination of the discharge prognosis and program completion.**

### **PRISON RAPE ELIMINATION ACT**

**Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standard applicable to the provisions of the services described herein and the performances of all the obligations undertaken pursuant to the contract including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention and reporting of sexual assault in facilities in housing adult and juvenile offenders [PREA§115.312(a)]. Under PREA, Service Provider shall make available to the CPO all incident-based aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA§115.87€ and (f)].**

**Under PREA, the Service Provider shall be subjected to annual contract monitoring by the County Juvenile Probation Department to ensure that the Service Provider is complying with the PREA Standards [PREA§115.312 (b)]. To comply with this standard the Service Provider will make available to the CPO all incident -based aggregated sexual abuse data within 24 hours of the allegation.**

**Under PREA, The County Juvenile Probation Department will make the aggregated sexual abuse data for each Service Provider available to the public via Juvenile Website [PREA§115.389(b)].**

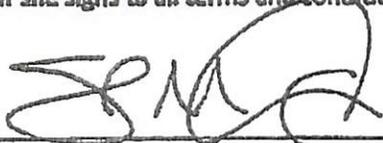
**THE HIPPA MEGA -RULE**

THE HIPPA MEGA RULE enhances the youth's privacy, new rights to their digital health information, (when available) and bolsters the government's capacity to enforce the law. THE HIPPA MEGA RULE went into effect March 26,2013

The HIPPA MEGA RULE protect a clients' privacy and health information rights by eliminating the "harm threshold" from the breach notification rule (health Information Technology for Economic and Clinical Health [HITECH] Breach Notification) and holding third-party subcontractors using and disclosing protected health information (PHI) responsible to HIPPA rules and penalties. Setting limits on how information is used for marketing, prohibiting the sales of a youth's PHI without authorized consent. Clarifying that genetic information is protected under HIPPA by prohibiting health plans from disclosing genetics information for underwriting purposes.

**EXECUTION OF CONTRACT**

Each person signing this Agreement warrants that he or she has the power and authority to bind the party for which he or she signs to all terms and conditions of this Agreement.



Steve McClure Juvenile Board Chairman  
Johnson County Juvenile Board

09/11/2025  
Date



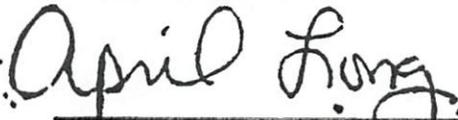
Steve Gant, Director/Chief Probation Officer  
Johnson County Juvenile Probation

9-11-2025  
Date



Honorable Christopher Boedeker  
Johnson County Judge

10-14-25  
Date



April Long, Johnson County Clerk



10-14-25  
Date



Mark M Jackson, Chief Executive Officer  
Shoreline, Inc.

9/15/2025  
Date