

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

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

Description:

Consideration and Approval of Contract for Secure Services with Randall
County including Attachment for Detention Services and Attachment for
Residential Services

(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 §

CONTRACT FOR SECURE 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, hereinafter referred to as "Youth Center of the High Plains" or "Youth Center", and the Juvenile Court(s) of Johnson County hereinafter referred to as "Sending County," acting by and through its duly authorized representative Judge Steve McClure Juvenile Board Chairman to be effective October 1, 2025 through September 30, 2026, pursuant to the authority of Texas Government Code Chapter 791.

WHEREAS, Randall County desires to make the Youth Center of the High Plains available to Sending County for such use and purpose and said Sending County desires to contract for the use of said facility as described in:



Attachment Detention Services

Attachment Residential Services

I. Provision of Services

- A. The Youth Center shall provide basic services, including standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, transportation, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous.
- B. Routine medical care will be provided within the facility. All other haircuts, dental, medical, mental health, psychological testing, prescription medications, and laboratory services will be billed to Sending County.
- C. 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 Sending County are notified. The Youth Center shall notify the probation officer and parents immediately. If an emergency examination, treatment or hospitalization outside the facility is required for a child placed in the Youth Center by Sending County, 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 Sending County, which will be billed for the same.
- D. If a child is accepted by the Youth Center from Sending 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 Sending County, 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 contractual services at the Youth Center of the High Plains, the Sending County may institute mental commitment proceedings. The Youth Center may, in its sole 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.
- E. The Randall County Chief Juvenile Probation Officer or designee retains the right to direct Sending County to remove its children from the Youth Center based on local population needs and/or staffing requirements.

- F. Payment is to be made monthly. Payment will be submitted to the Youth Center of the High Plains, Attn: Financial Secretary, at 9300 South Georgia, Amarillo, TX 79118 within approximately twenty (20) days from the last day of the month for which payment is being requested.
- G. In accordance with Section 29.012(b)(1) of the Texas Public Education Code, as a condition of this contract, 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 in order to provide educational services.

II. EXAMINATION OF PROGRAM AND RECORDS

- A. The Youth Center agrees that it will permit Sending County to examine and evaluate its program of services provided under the terms of this contract and to review its client's records. This examination and evaluation of the program may 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 Sending County such descriptive information on contracted children as requested by Sending County.
- C. The Youth Center agrees to maintain and make available for inspections, audit, or reproduction by an authorized representative of Sending 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 therefrom have been resolved and shall make all contractual agreements with Sending County available for inspection.

III. 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.

IV. 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 Sending County) within twenty-four (24) hours from the time the allegation is made, to all of the following:

- A. Local law enforcement agency
- B. Texas Juvenile Justice Department by submitting a TJJD 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

C. Sending County.

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.

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

VI. 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 proscribed by law. The Sending County will be notified of an investigation involving its 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 from service provider reporting. However, the Youth Center will voluntarily provide information on its services as outlined above in this contract.
- F. Per Texas Government Code, Chapter 2271, 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.

VII. 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 veteran status, uniformed service member status, race, color, religion, sex, sexual orientation, gender, gender identity, age (40 and over), pregnancy (including childbirth, lactation, and related medical conditions), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), or any other characteristics protected by law except where such is a bona fide occupational qualification.

- C. The Youth Center agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV and confidentiality of related medical information in accordance with the provisions found in Health and Safety Code Sections 85.11 and 85.115.
- D. The County does not discriminate in employment opportunities or practices on the basis of veteran status, uniformed service member status, race, color, religion, sex, sexual orientation, gender, gender identify, age (40 and over), pregnancy (including childbirth, lactation, and related medical conditions), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), or any other characteristic protected by law except where such is a bona fide occupational qualification.

VIII. PRISON RAPE ELIMINATION ACT (PREA)

Pursuant to 28 CFR, Part 115, Section 115.13 (Standards for Juvenile Facility), 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 Sending County. Randall County shall be responsible for the financial costs associated with any PREA audit. Randall County – Youth Center of the High Plains shall be subjected to annual contract monitoring by Sending County to ensure that Randall County – Youth Center of the High Plains is complying with the PREA standards [PREA §115.312(b)].

IX. DEFAULT

Either party may, by written notice of default to the other party, terminate this contract if Youth Center fails to perform any provision of this Contract, and does not cure such failure within a period of ten (10) days (or such extension as authorized by both Parties in writing) after receiving notice of default. Sending County's sole remedy in the event of default is termination of this contract.

X. TERMINATION

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.

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, Texas where the Contract is performable.

No provision of this Contract shall be deemed to have been waived by either party unless such waiver is in writing and signed by said party. Nor shall any custom or practice which may develop between the parties in the administration of the terms of this agreement be construed to waive or lessen either party's right to insist upon strict performance of the terms of this agreement. The rights granted to both parties in this agreement shall be cumulative of every other right or remedy which they may otherwise have at law or in equity or by statute and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

The Contract contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as the effective date. Any oral representations or modifications concerning this Contract will be of no force or effect excepting a subsequent written modification executed by both parties.

XII. CONTRACT PERIOD

The Contract period will be effective from the day of award until September 30, 2026. Thereafter, this Contract shall automatically renew for additional one-year periods unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of the current term, of its intention to not renew this Contract. 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.

XIV. CONFIDENTIALITY OF RECORDS

The Youth Center shall maintain strict confidentiality of all information and records relating to children referred by Sending County and shall not re-disclose the information except as required to perform this Contract or as may be required by law.

XV. SOVEREIGN IMMUNITY

This Contract is expressly made subject to both party'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 Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that either party has by operation of law. Nothing in this Contract is intended to benefit any third-party beneficiary.

XVI. REPRESENTATIONS AND WARRANTIES

The Youth Center hereby represents and warrants the following:

- A. That it has all necessary right, title, license, and authority to enter into this Contract.
- B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications 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, or any political subdivision thereof.
- C. 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
- D. That it shall prominently post in all public and staff areas of facility, 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*.

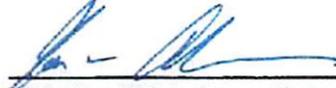
XVII. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

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ON October 14, 2025 FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

RANDALL COUNTY JUVENILE BOARD



Judge James W. Anderson, Chairman
Randall County Juvenile Probation

9-11-2025

Date



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

9-10-25

Date



Date

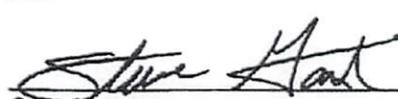
Johnson County



Judge Steve McClure
Juvenile Board Chairman
Johnson County
Juvenile Board

September 15, 2025

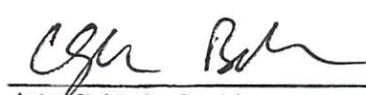
Date



Steve Gant
Chief Juvenile Probation Officer
Johnson County
Juvenile Probation Department

9-5-25

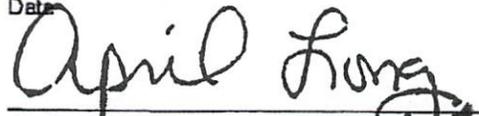
Date



Judge Christopher Boedeker
Johnson County Judge

10-14-25

Date



April Long
Johnson County Clerk

10-14-25

Date

ATTACHMENT: DETENTION SERVICES

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

WHEREAS Sending County, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code has need of the use of a secure facility 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.

1. DETENTION 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, Sending County agrees to pay the Youth Center of the High Plains an amount not to exceed **\$185.00** per child per day. This fee does not exceed the actual cost of childcare in the Youth Center of the High Plains.

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

Recognizing that time away from the Youth Center may be necessary in situations such as hospitalization or pre-planned visits to a placement facility, the Youth Center must retain space for the child until their return. Sending County will pay the Youth Center the above agreed upon amount for such regularly scheduled days away from the Youth Center and its program providing they do not exceed a ten (10) consecutive day period without prior written permission from both parties. 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 Sending County without express consent of Sending County.

- B.** Prescription drugs are the responsibility of Sending County. Ten (10) days prior to the depletion of a supply, the child's Juvenile Probation Officer will be contacted. If a new supply is not received five (5) working days prior to the depletion of the prescription, the medical staff at the Youth Center will order the prescription and Sending County shall reimburse the Youth Center for the expense.

- C. If a child makes an unauthorized departure from the Youth Center, the Sending County shall be notified immediately. If a child makes an unauthorized departure from an agent of Sending County, while in detention at the Youth Center, the Youth Center will be notified as soon as possible.
- D. 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, Sending County shall be billed for the period of the child's absence, as determined by the Randall County Chief Juvenile Probation Officer.
- E. Children placed in detention care in the facility shall be removed by Sending 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 Sending County, unless the administration staff has sufficient written notice that a new order has been issued authorizing the continued detention.
- F. 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.
- G. In accordance with Section 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 not later than the third day after the date a child is placed in detention in order to provide educational services.

2. DETENTION GOALS & AGGREGATE DATA

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

3. DETENTION TERMINATION

- A. Termination of the child's detention residence with the Youth Center of the High Plains shall occur only after notifying the Sending County of the causes and with sufficient lead time of at least two (2) days to allow alternate detention.
- B. The failure of Sending County to appropriate funds for this Contract in any given fiscal year shall terminate this Contract, without further recourse to either party.

ATTACHMENT: RESIDENTIAL SERVICES

WHEREAS Randall County operates the Youth Center of the High Plains, hereinafter "Youth Center," said facility having been duly registered, inspected and certified as being suitable for the post adjudication treatment of Youth; and

WHEREAS, Sending County, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code has need of the use of a secure facility 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

1. PROVISIONS OF SERVICES

The Youth Center 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 (CLU).

- A. For and in consideration of the above-mentioned services, Sending County agrees to pay the Youth Center of the High Plains an amount not to exceed \$205.00 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.

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

- B. The Youth Center shall 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 Sending County.
- C. The Youth Center shall 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 the percentage of youth in program successfully achieving set educational goals, the percentage of youth achieving set vocational goals, the percentage of youth achieving set social skills goals, the percentage of youth demonstrating overall progress, and the number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to a report of abuse and/or neglect. These records shall be made available to Sending County for periodic inspection.
- D. 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 such children until their return, Sending County will pay the Youth Center the above agreed 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 from both counties.

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 Sending County's approval, and the Sending County will not be charged.

- E. Excluding emergency situations, the Youth Center will obtain prior written consent from a Juvenile Probation Officer through an Authorization of Service (AOS) to incur any costs associated with medical, dental, vision and/or psychiatric needs not covered by the contract and/or insurance. In any event, resident will always be provided emergency medical, dental and psychiatric care.
- F. Medications – The Youth Center shall provide over the counter medications, medical supplies and first aid to resident. The Youth Center shall secure prescriptions and administer prescribed medications as directed by a medical doctor. All medications shall be properly secured. Excluding emergency situations, the Youth Center will obtain prior written consent from a Juvenile Probation Officer through an Authorization of Services (AOS) to incur any costs associated with medications. Upon a youth's scheduled discharge, the Youth Center shall mail a minimum 30-day supply of medication and/or a prescription for a minimum 30-day supply of medication to the assigned probation officer at least 3 working days prior to the scheduled discharge date.
- G. If a child makes an unauthorized departure from the Youth Center, Sending County shall be notified immediately. If a child makes an unauthorized departure from an agent of Sending County, while in residential care at the Youth Center, the Youth Center will be notified as soon as possible.
- H. 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, Sending County shall be billed for the period not to exceed ten (10) days or as determined by the Randall County Chief Juvenile Probation Officer.
- I. 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.

2. GOALS, OUTPUTS & MEASURABLE OUTCOMES

- A. The Youth Center agrees to pursue the goals and values of the Sending County by providing services to residents which enable growth, and development of the resident's potential. This development will be through the provision of a safe, secure, productive environment in which therapeutic services are utilized as tools for educational, emotional, and behavioral change.
- B. The Youth Center shall provide Sending County 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.
- C. Sending 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 the residential placement,
 - 2. Prevent re-referrals of children during the six (6) months following release from residential placement; and
 - 3. Ensure children's protective factors increase as they progress in the treatment program.

- D. Sending 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 TJJJ Commitment, and
 - 7. The total number of children leaving the residential program for placement at the Randall County Jail.
- E. The Youth Center shall report on a semi-annual basis to Sending County as to each of the foregoing output and outcome measures. These reports will be reviewed by Sending County in order to monitor the Youth Center for programmatic compliance with this Contract.

3. INDIVIDUAL SERVICE PLAN AND FAMILY INVOLVEMENT

Youth Center Service Plan Development and Coordination policies shall comply with 37 TAC Sections 341.504; 341.506; and 343.688.

- A. Each individual resident shall have an individualized treatment plan that considers the needs of each juvenile placed in the Youth Center. The Service Plan shall be developed within the first month of placement in the CLU program.
- B. The Service Plan will 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 a 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 37 Texas Administrative Code Section 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. Sending 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 Sending County without the express consent of Sending County.
 - J. The Youth Center shall assist the Sending County in completing an appropriate individualized aftercare plan.
 - K. The Sending County must approve in writing the child's participation in any furloughs, home visits, or extended trips while in CLU.
 - L. Unless otherwise stipulated by the Sending County, 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 written verification that a physician has prescribed that medication for the particular child.
- 4. FEE ASSESSMENT**
- A. Residents or their families shall not be assessed fees for services provided by the Youth Center unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek contribution from families of Sending 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 Sending 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 the Sending County'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 Sending County provided for in this Contract for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations. In the event Sending County fails to appropriate funds for this Contract in any given fiscal year this Contract shall terminate, without further recourse to either party.
 - E. The Youth Center is hereby notified that state funds are used to pay for services rendered to Sending County. For this reason, the Youth Center shall account separately for the receipt and expenditure of all funds received from Sending County and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds.
- 5. TERMINATION**
- A. Termination of the child's residence placement with the Youth Center of the High Plains shall occur only after notifying the Sending County of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement.

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

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 and 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, hereinafter referred to as "LSOTP" 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.