AGENDA ITEM
CA19

AGENDA PLACEMENT FORM

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

Date: July 14, 2026

Meeting Date: July 27, 2026

Submitted By: Steve Gant

Department: Juvenile Services

Signature of Elected Official/Department Head: Steve Gant

Court Decision:
This section to be completed by County Judge's Office

Johnson County APPROVED Commissioners Court

7.27.2026

Description:

Consideration and Approval of Bell County Contract for Residential and Pre-Adjudication Juvenile Offender 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

Approved in CC on 9/11/2023

Docusign Envelope ID: 7D2A1B23-0942-849D-813C-CCC11D65A963

STATE OF TEXAS }
}
COUNTY OF BELL }

Contract for Residential Juvenile Offender Services

This Contract for Residential Juvenile Offender Services ("Contract") is entered into by and between Bell County, acting by and through the **Bell County Juvenile Board, Bell County Juvenile Services** (*hereafter collectively referred to as "BCJS"*) and the County of **Johnson** (*Contracting County or Judicial District*) acting by and through their respective duly authorized representatives, to be effective from September 1, 2026 (the "Effective Date") through August 31, 2027, pursuant to its provisions.

Accordingly, the parties agree as follows:

I. Purpose

1. This Contract is entered into for the purpose of placement by Contracting County of children alleged to have committed acts of delinquency or acts indicating a need for supervision, as ordered by a Juvenile Court, into Bell County Juvenile Services' facility, whether said children are in pre-adjudicated, pre-dispositional, or post-dispositional status as prescribed by an appropriate court.

2. In accordance with this Contract, the Bell County Juvenile Board shall provide both a pre-adjudication detention facility and/or a post adjudication residential treatment program in compliance with applicable Texas Administrative Code and Texas Juvenile Justice Department standards and regulations.

3. BCJS will accept any child, as qualified hereunder, in its facility without regard to said child's religion, creed, race, color, sex, or national origin, nor discriminate against any child on such basis.

II. Services Provided

1. The parties acknowledge that the level of care services delivery criteria as well as the required description of the characteristics of children will be in accordance with the definitions determined by the Texas Juvenile Justice Department.

2. BCJS will provide the following level of care services:

A. Definitions:

i. **Pre-Adjudication Detention Facility- Basic Level of Care:** Basic Level of Care consists of a structured, supportive residential setting that is designed to maintain or improve the child's functioning. It includes routine guidance and supervision to ensure the child's safety, involvement in age-appropriate

Docusign Envelope ID: 7D2A1B23-0942-849D-813C-CCC11D65A963

structured activities, rehabilitative services and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development. Basic Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code.

ii. **Post-Adjudication Residential Program- Specialized Level of Care:** Specialized Level of Care consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of social, psychosocial, and rehabilitative interventions. Specialized programming is developed and implemented by appropriately credentialed professionals.

B. BCJS will provide residential services, including standard supervision by qualified adults, food services, recreation, personal hygiene items, haircuts, and school supplies. In addition, BCJS will provide program components, which include Texas Education Agency-approved educational programs, appropriate counseling programs, and process groups. Additional programs under the post adjudication residential program include evidence-based, social-emotional learning curriculum teaching anger management, social cognitive processing, emotional regulation, and a variety of coping skills from cognitive restructuring to meditation and mindfulness. Clinical approaches include the Transtheoretical Model, CBT, TF-CBT, Motivational Interviewing, and the Social Cognitive Theory. Family components are more inclusive/intensive throughout the entire treatment process and include group therapy. The post-adjudication program provides only supplemental support or substance use disorder services that do not include substance use disorder treatment. Services are rendered utilizing the Matrix Model through Hazelden Foundation.

i. BCJS will ensure that the provision of individual, group and family therapy and other therapeutic interventions and programs, are managed and administered by appropriately licensed mental health professionals (e.g., psychiatrists, psychologists, therapists, counselors, or paraprofessional staff under the direct supervision of professional therapists or counselors).

ii. BCJS will identify specific goals and outputs for each post adjudicated resident and will document measurable outcomes relating to established program objectives. BCJS will conduct a review of a child's continued need for specialized services at least every 90 days by an appropriate mental health professional and/or treatment team.

3. In addition, BCJS will be responsible for medical examinations of youth within the facility, as necessary, and/or treatment and/or hospitalization outside the facility, with prior written approval of Contracting County, if feasible, also as necessary. If emergency examination, treatment and/or hospitalization of a child under this Contract is required,

Docusign Envelope ID: 7D2A1B23-0942-849D-813C-CCC11D65A963

BCJS, or its agent is authorized to secure said medical services, or transfer to other tertiary care centers, at the expense of Contracting County, and Contracting County will indemnify, to the extent permitted by law, and hold harmless BCJS, Bell County, Bell County Juvenile Board, and their respective representatives, agents, and employees from any and all liability for charges for reasonable and necessary medical treatment, examination, and/or hospitalization. BCJS, or its designee, shall notify the appropriate county and parent/guardian of such emergency within 24 hours of its occurrence.

4. Contracting County may periodically examine and evaluate both the facilities, programs, and appropriate records maintained by BCJS and Bell County and provided under the terms of this Contract, including on-site visitation, observation of programs in operation, and interviews with the children placed by Contracting County. BCJS will keep a record of all services provided to Contracting County under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Contracting County. BCJS will maintain the records (as referenced above) for seven years after the termination of this Contract.

5. BCJS will provide to Contracting County such information on children placed with the facility by Contracting County as requested on forms to be provided by Contracting County. BCJS shall maintain strict confidentiality of all information and records relating to said children except as may be otherwise required by law or to the extent necessary to further performance of services under this Contract.

III. Evaluation Criteria

1. The performance of BCJS in achieving the goals of the Contracting County will be evaluated based on the output and outcome measures contained in this section.

   A. Contracting County shall evaluate BCJS's performance under this Contract according to the following specific performance goals:
      (1) ensure children complete residential placement;
      (2) prevent re-referrals of children during the six months following release from residential placement; and
      (3) ensure children advance in progression within the program.

   B. Contracting County shall additionally evaluate BCJS 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 discharged from residential placement successfully;
      (3) the total number of re-referrals of children discharged from placements within six (6) months after release; and
      (4) the total number of children who advance in the progression system.

   C. Contracting County shall further evaluate BCJS by the following outcome measures:

Docusign Envelope ID: 7D2A1B23-0942-849D-813C-CCC11D65A963

(1) percentage of children in residential placement who will complete their placement as a successful discharge;
(2) percentage of children who have completed their placement and no re-referrals within six months after release; and
(3) percentage of children who advance in progression system.

2. Contracting County waives any and all claims, causes of action, and lawsuits against BCJS for breach of contract, specific performance, or any other cause of action at law or in equity for BCJS's failure to reach any specified goals set forth in Section III.1 above.

IV. Terms

1. The term of this Contract is 12 months from the Effective Date. This Contract shall automatically renew and extend for an additional one-year period on the first day of September of each succeeding year unless Contracting County gives written notice to BCJS not less than 30 days prior to the first day of September of each succeeding anniversary.

2. Either party may terminate this Contract for any reason by notifying the other party in writing, 30 days in advance, by certified delivery or personal delivery to the other party's principal address, of the intention to terminate the Contract. Contracting County shall remove all children placed in the facility on or before the termination date.

3. At a minimum, any juvenile court order under which children are placed in the detention facility shall require the child to follow all rules and regulations relating to conduct, as fixed and determined by BCJS and/or the staff of the facility. The child shall be released from the facility to Contracting County or appropriate responsible adult on or before the date any such order expires.

4. If a child, after his or her placement, and in the sole judgment of BCJS, or its agent, is found or reasonably believed to be mentally and/or physically unfit, dangerous, unmanageable, unsuitable for a given program, or a combination of such conditions or characteristics, or whose mental or physical health condition would or might endanger the child or other occupants of the facility, then upon notice to the Contracting County, the Contracting County shall remove or cause to be timely removed said child from the facility. Contracting County will remove or cause to be removed said child within 24 hours of the notice to remove said child from the facility.

5. It is specifically understood that acceptance of any child in the facility will be determined on a space available basis, and that children placed in the facility by BCJS shall receive priority. Contracting County shall call BCJS prior to transporting a child to a BCJS facility to ensure that space is available. Children referred for post adjudicated placement shall complete the necessary referral process prior to placement. In the event that maximum capacity of occupation of the facility is reached, BCJS has the right, and Contracting County agrees, to ask that Contracting County remove whatever number of children that it has placed in the facility necessary to maintain a proper occupancy rate, and Contracting

Docusign Envelope ID: 7D2A1B23-0942-849D-813C-CCC11D65A963

County shall immediately remove whatever number of children is requested to be removed.

0. BCJS will follow all applicable state and federal laws and regulations pertinent to the services offered herein, including the standards promulgated by the Texas Juvenile Justice Department.

1. Contracting County shall provide a copy of the appropriate juvenile court order for any child placed at the facility to BCJS at the time the child is transported to the facility, as well as all appropriate pre- and post-adjudication paperwork as required by the Texas Juvenile Justice Department, or its successor agency.

2. BCJS will give Contracting County at least ten days' notice prior to discharging a child, except in circumstances in which the child is determined to be a danger to self or others in which the child shall be immediately and timely removed from the facility by Contracting County pursuant to Article IV, Section 4 of this Contract.

3. Any furlough of a child placed in the facility with a parent, guardian, custodian, or other responsible adult shall be allowed only with the prior written permission of Contracting County or other appropriate juvenile court.

4. It is understood and agreed that a child placed in the facility shall not be discharged there from without receipt by BCJS of a properly certified order signed by the judge having juvenile jurisdiction and Contracting County, or proper written authorization of the Juvenile Probation Department initially detaining the child.

5. BCJS shall report any allegation or incident of abuse, exploitation, or neglect of any child in the facility, whether or not placed by Contracting County, immediately but no later than one hour to local law enforcement, immediately but no later than four hours to the Texas Juvenile Justice Department, and immediately but no later than 24 hours to the Contracting County.

6. BCJS certifies that its employees comply with all standards allowing direct contact with children within the facility, including criminal history background, and have not been the subject of any investigation by a regulatory or law enforcement agency causing a reason to believe possible abuse, neglect, or exploitation of a child. It further certifies that no registered sex offender, whether a subcontractor or employee, or agent thereof, shall be in contact with any child held in the facility.

7. To the extent permitted by law, Contracting County will indemnify and hold harmless Bell County, BCJS, Bell County Juvenile Board, and their respective officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including, but, not limited to any injury to persons or property, received or sustained by any person or persons or property, arising out by, directly or indirectly, the acts or omissions of Contracting County, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

Docusign Envelope ID: 7D2A1B23-0942-849D-813C-CCC11D65A963

V. Compensation and Payment

1. Contracting County will pay BCJS the sum of **$345.00** per day for each child placed in the Bell County Juvenile Services **Pre-Adjudication Detention** Facility.

   Contracting County will pay BCJS **$325.00** per day for each child placed for a **specialized level of care** in the **Post-Adjudication program.** It is specifically understood by the parties that all payments by Contracting County shall come from currently budgeted funds.

2. Contracting County will pay or reimburse BCJS for any expenditure incurred as a result of medical or dental examination, treatment, or hospitalization of any child placed with BCJS.

3. BCJS shall send Contracting County a monthly invoice for payment and reimbursement under this Contract, and Contracting County will make timely payment. BCJS shall maintain all applicable records for a minimum of seven years or until any pending audits or other questions arising therefrom have been resolved. BCJS shall account separately for the receipt and expenditure of any and all funds received under this Contract.

4. Acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with funds expended or received by BCJS. Both parties agree to cooperate fully with the State Auditor's Office or successor in the conduct of such audit or investigation, including the provision of all records requested. BCJS will require the same agreement to cooperate on the part of any subcontractors that may provide related services to BCJS.

   A. BCJS shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this Contract. Contracting County shall account separately for state funds received and expended utilizing the Generally Accepted Accounting Practices (GAAP).

   B. It is understood and agreed by Contracting County that this Contract is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

   C. BCJS will provide certification of eligibility to receive State Funds as required by Texas Family Code 231.006.

Docusign Envelope ID: 7D2A1B23-0942-849D-813C-CCC11D65A963

5. Psychiatric services will be provided to the child on an as needed basis. An initial psychiatric/psychological evaluation that has been conducted within the last 12 months is required prior to acceptance into the post-adjudication program.

VI. Additional Terms & Agreement

1. BCJS will comply with the standards of the Prison Rape Elimination Act (PREA) and has zero tolerance towards all forms of sexual abuse, sexual harassment, and retaliation for reporting or assisting in the investigation of such incidents.

2. All agencies contracting with BCJS for placement of residents have the right to monitor the facility to ensure compliance with PREA standards.

3. If a resident from the Contracting County alleges that he/she was abused while in the custody of BCJS, an administrative investigation of the incident will be conducted, and BCJS will refer the allegation to either the Killeen Police Department or Bell County Sherriff's Department for criminal investigation.

4. BCJS will contact the Contracting County's Chief Juvenile Probation Officer as soon as possible, but within 72 hours, to inform him/her of the allegation and will provide periodic updates as to the status of the ongoing investigations.

5. The resident victim will be offered a forensic medical exam at no financial cost to the resident or the Contracting County where evidentiary or medically appropriate, a victim advocate for support during the forensic medical examination, investigation interviews, and as needed for emotional support, crisis intervention, information, and referrals.

6. BCJS will provide medical and mental health services to any resident who has been the victim of sexual abuse while confined at a BCJS facility at no cost to the resident or Contracting County for the duration of care as determined by a qualified medical and mental health practitioner.

VII. Miscellaneous

1. No provision of this Contract may be assigned without the prior written consent of the parties thereto.

2. The parties agree that this Contract constitutes the sole and only agreement of the parties hereto, that it supersedes any prior agreement or understanding regarding the subject matter within, and no provision of this Contract may be revised or amended without the written agreement of both parties.

3. In the event of any legal action arising under this agreement, the laws of Texas shall apply and venue shall be in Bell County, Texas.

Docusign Envelope ID: 7D2A1B23-0942-849D-813C-CCC11D65A963

4. All notices to Bell County Juvenile Services shall be emailed to: bcis.fiscaldept@bellcounty.texas.gov. or mailed to 4800 E. Rancier Ave., Killeen, TX 76543.

5. All notices to the Contracting County shall be sent to:

jcwbilling@johnsoncountytx.org

or mailed to: 1102 E. Kilpatrick Suite C.
Cleburne TX 76031

Effective Date: September 1, 2026.

Signed by:
David Blackburn
613ED92A28D2429...

Chairman, Juvenile Board
Board Board Bell County

Chairman, Juvenile Board

Johnson County/~~Judicial District~~

Signed by:
Dawn Owens
2E4212776A603EC...

Director / Chief
Bell County Juvenile Services

Director / Chief
County/~~Judicial District~~

APPROVED AS TO FORM AND CONTENT for JOHNSON COUNTY:

Christopher Boedecker
Johnson County Judge

7-27-26
Date

Attest:

Johnson County Clerk,
April Long or Deputy County Clerk

COMMISSIONERS COURT
JOHNSON COUNTY, TEXAS

7-27-26
Date