AGENDA ITEM
CA37

AGENDA PLACEMENT FORM

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

Date: August 25, 2026

Meeting Date: September 14, 2026

Submitted By: Steve Gant

Department: Juvenile Services

Signature of Elected Official/Department Head:

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

Johnson County APPROVED Commissioners Court

9.14.2026

Description:

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

(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

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 Family and Protective 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 purchaser 24-hour therapeutic childcare from the Service Agency who is licensed by the Texas Health and Human Services Commission (HHSC) as a Chemical Dependency Treatment Facility herein to provide Levels of care Level I, Level II, Level III, and Level IV, such levels as defined by the Texas (HHSC) licensing standards.

The County agrees to pay the Service Agency **$300.00** per day per youth for **SPECIALIZED Level of Care.** 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 understands that the acceptance of funds under this contract acts like the acceptance of the State Auditor's Office or any successor agency, to conduct an audit or investigation in connection with those funds. The Service Agency shall conduct periodic financial reporting, as required by law. The Service Agency further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Service Agency will ensure that this clause concerning the authority of audit funds received indirectly by the subcontractors through the service Agency and requirements to cooperate is included in any subcontracts it awards.

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.

Texas Administrative Code Title 37

This Agreement made between Johnson County Juvenile Probation and Shoreline Treatment Center, herein known as Service Agency. The primary Agreement is identified as: Residential Services Contract. Johnson County or "County" as used herein shall be deemed to include or mean Johnson County Juvenile Probation where appropriate or where necessary to give meaning to the Agreement.

In alignment with state requirements and agency standards, Shoreline Treatment Center affirms its Commitment to Compliance with the provisions outlined in the Texas Administrative Code, Chapter 358

Parties agree to abide by the provisions of Title 37, Chapter 358 of the Texas Administrative Code regarding Identifying, Reporting, and Investigating Abuse, Neglect, Exploitation, Death and Serious Incidents. As the Service Agency is a Non-Juvenile Justice Contract facility, the Service Agency shall comply with all requirements of 37 TAC 358.200 as follows:

(1) Service Agency shall report any and all allegations of abuse, neglect, exploitation, the death of a juvenile, or a serious incident to local law enforcement, Johnson County and to the Texas Juvenile Justice Department (TJJD) in accordance with this chapter;

(2) Service Agency shall conduct an internal investigation or allow Johnson County to conduct an investigation and to cooperate with such investigation; and

(3) Service Agency shall cooperate with TJJD with any assessment or investigation

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. The failure of the County Juvenile Probation to appropriate funds for this Agreement in any given fiscal year shall terminate this agreement, without further recourse to either party.

LAWS AND VENUE

This Contract will be governed by and construed according to the laws of the State of Texas. The exclusive venue shall be in a court of competent jurisdiction in Johnson County, Texas

CONTRACTED PERIOD

The term of this agreement if for twelve months, commencing September 1, 2026 and ends August 31, 2027.

INDEMNITY, INSURANCE AND CERTIFICATION

Service Agency shall indemnity 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 statue 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 OMNIBUS RULE

THE HIPPA OMNIBUS 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 OMNIBUS RULE went into effect March 26,2013

The HIPPA OMNIBUS 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.

Honorable Christopher Boedeker — Date: 9.14.26

Steve Gant, Director/Chief Probation Officer
Johnson County Juvenile Probation — Date: 8-25-26

Steve McClure Juvenile Board Chairman — Date: 08-25-26

COMMISSIONERS COURT JOHNSON COUNTY, TEXAS

April Long, Johnson County Clerk — Date: 9.14.26

Mark M Jackson, Chief Executive Officer
Shoreline, Inc. — Date: 8/25/2026