AGENDA ITEM
CA40

AGENDA PLACEMENT FORM

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

Date: August 27, 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 Juvenile Post Adjudication Facility John R. Roach Juvenile Detention Center, Collin County Post-Adjudication Summit Program

(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 COLLIN

CONTRACT FOR RESIDENTIAL SERVICES
JUVENILE POST ADJUDICATION FACILITY
JOHN R. ROACH JUVENILE DETENTION CENTER
COLLIN COUNTY POST-ADJUDICATION SUMMIT PROGRAM

This agreement is made by and entered into and between the Collin County Juvenile Probation Department, acting through the Collin County Juvenile Board, by its duly authorized representative, and the Johnson County Juvenile Probation Department, acting through the Johnson County Juvenile Board by its duly authorized Chairman or its representative and thus being for the provision of post-adjudication residential treatment services as defined and described below and in any attachment hereto.

WITNESSETH

WHEREAS, the Collin County Juvenile Probation Department and the Collin County Juvenile Board operate the Collin County Post Adjudication Facility (hereinafter referred to as Facility); and

WHEREAS, Johnson County Juvenile Probation Department, in order to carry out and conduct its juvenile program in accordance with the Texas Family Code, Title 3, Juvenile Justice Code, has need of the use of the Facility located in Collin County, Texas and operated under the authority of the Collin County Juvenile Board to house and maintain children (hereinafter referred to as child or client or student) of juvenile age, for post adjudication confinement; and

WHEREAS, the Collin County Juvenile Probation Department desires to make the Facility available to Johnson County Juvenile Probation Department for such use and purpose, and Johnson County Juvenile Probation Department desires to contract for the use of said Facility; and

WHEREAS, the parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Tex. Rev. Civ. Stat).

NOW, THEREFORE, in consideration of the mutual agreements, promises, and covenants herein contained, the parties agree as follows:

TERMS

The terms of this agreement shall be from the effective date of August 1, 2026 to July 31, 2027. It may hereafter be renewed annually at the discretion of the Collin County Juvenile Board and Johnson County Juvenile Board.

FACILITY GOALS

Attached is the Collin County Post-Adjudication (Summit) Program Handbook, Contact Information for Parents, Orientation Information, and Treatment Format.

FACILITY OBLIGATIONS

Facility shall provide the following to achieve the stated goals:

1. Clients will receive a highly structured level of supervision as reflected by at a minimum, documented 15-minute room checks and direct monitoring or supervision in all programming.
2. A written Individual Program Plan (IPP) shall be developed by the appropriate Facility staff in concert with the child, parent and/or probation officer.
3. Routine medical and dental services as determined in this written Agreement.
4. Structured and supervised physical training activities.
5. Access to free, appropriate public education and related services through the local public school district in Collin County and within guidelines state and federal law.
6. Therapeutic intervention within the milieu designed to improve the child's functioning.
7. Formalized behavior programs and therapeutic interventions implemented by professional and paraprofessional staff under the direct supervision of professional staff.
8. A staff-to-child ratio as governed by certification standards.
9. Conformance to all applicable standards set forth by the Texas Juvenile Justice Department (TJJD) for the operation of secure post-adjudicated facilities.
10. Procedures ensuring the child is not released to any person or agency other than Johnson County Juvenile Probation Department.
11. The facility will provide monthly written reports to Johnson County Juvenile Probation Department within ten (10) working days of each completed month.

EXAMINATION OF PROGRAM RECORDS

The Facility agrees that Johnson County Juvenile Probation Department may examine and evaluate its program of services provided under the terms of this contract and review the Facility records relating to Johnson County Juvenile Probation Department clients. This examination, evaluation, and review may include unscheduled site visitation, observations of programs in operation, interviews, and the administration of questionnaires to the staff of the Facility and the child.

The Facility shall provide such descriptive information on children in the Facility requested on forms provided by Johnson County Juvenile Probation Department.

The Facility agrees to maintain and make available for inspection, audit documents and other evidence pertaining to the cost expenses of this contract, (hereinafter called the Records), by authorized representative of Johnson County Juvenile Probation Department and/or the State of Texas.

The Facility agrees to maintain these Records for seven (7) years after final payment or until State-approved audit has been made and all questions there from are resolved.

CERTIFICATION OF ELIGIBILITY TO RECEIVE STATE FUNDS

Pursuant to section 231.006 of the Family Code, Collin County certifies that it is not ineligible to receive state grants or loans and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The Facility shall adhere to all applicable state and federal laws and regulations to the Facility's provision of services.

The Facility shall account separately for the receipt and expenditure of any and all funds received under this contract.

PRIVATE SERVICE PROVIDERS

In any contract with a private service provider to provide services to the clients under this contract, Collin County will require, in accordance with Texas Human Resource Code, Sect. 221.051 (a) such contract to include, (1) clearly defined contract goals, outputs and measurable outcomes that relate directly to program objectives, (2) clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions; and (3) clearly specified accounting, reporting, and auditing requirements applicable to money received under the contract.

Collin County will also use data relating to the performance of private service providers in prior contracts as a factor in selecting any providers to receive contracts to provide service Clients.

COMPENSATION

Collin County shall charge a FY27 contract rate of **$273.00** per day that child is being provided inpatient services, as set out under funding criteria for Specialized LongTerm Residential Treatment. Any and all medication needs as determined by the appropriate medical and/or dental practitioner will be billed according to the established bill of sale by the applicable vendor.

The Collin County Department of Juvenile Services shall submit an invoice to Johnson County Juvenile Probation Department within (10) days after each billing period. Johnson County Juvenile Probation Department agrees to submit payment of Collin County Department of Juvenile Services within thirty (30) days after receipt of the invoice.

EMERGENCY MEDICAL OR DENTAL TREATMENT OF CHILD

Johnson County Juvenile Probation Department and Collin County agree that if emergency examination, hospitalization, and/or treatment outside the Facility is required for a child placed in the Facility by Johnson County Juvenile Probation Department, the administrator of the Facility is authorized to secure such emergency examination, hospitalization, and/or treatment at the expense of the parent, and or insurance company or Johnson County Juvenile Probation Department be billed for the same.

The Facility administrator or designee shall notify Johnson County Juvenile Probation Department immediately of such an emergency and no later than 24 (twenty-four) hours of its occurrence.

MEDICATION NEEDS OF CHILD

Johnson County Juvenile Probation Department and Collin County agree that if medical examination and/or medication management is required for a child placed in the Facility by Johnson County Juvenile Probation Department, the administrator of the Facility is authorized to secure such examination and medical treatment, including obtaining prescription medications ordered by applicable practitioners at the expense of Johnson County Juvenile Probation Department.

The Facility administrator or designee shall notify Johnson County Juvenile Probation Department no later than 48 (forty-eight) hours of its occurrence.

PRISON RAPE ELIMINATION ACT (PREA)

Pursuant to 28 CFR, Part 115, section115.312 (Standards for Juvenile Facilities), the Service Provider, 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 20, 2013

and at least once during each three-year period thereafter, Service Provider shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to CONTRACTOR upon request. The Collin County Juvenile Probation Department certifies the FACILITY is PREA compliant. **PREA Audit Report: August 26, 2025, available via departmental web-pages:** https://www.collincountytx.gov/courts/juvenile-probation/prea-compliance

DUTY TO REPORT

Pursuant to the Texas Family Code and the Texas Administrative Code governing such Facilities, the Facility shall report any allegations or incidents of abuse, exploitation, or neglect of any child.

The Facility shall report allegations or incidents of abuse, exploitation, or neglect of any child alleged to have occurred outside or inside the Facility as outlined in applicable law to all of the following:

1. Texas Department of Family and Protective Services (DFPS);
2. Local law enforcement of jurisdiction;
3. The Texas Juvenile Justice Department;
4. Johnson County Chief Probation Officer, on-call officer, or designee

DEFAULT

Either party to this agreement may, by written notice of default to the defaulting party's Juvenile Board Chairman through certified mail return receipt requested, terminate in whole this Agreement prior to the end of the term if the defaulting party fails to perform any provisions called for by this Agreement.

The defaulting county shall have the right to cure such default within ten (10) days of notice of such failure or as extended by written authorization of the non-defaulting county.

TERMINATION

Notwithstanding any other provision in this contract, either Collin County or Johnson County Juvenile Probation Department may terminate the contract by notifying the other party in writing at the addresses specified herein for delivery of notices, by certified mail, return receipt requested or by personal delivery at said addresses of the terminating party's intention to terminate the contract thirty (30) calendar days after receipt

of notice. At the end of the thirty (30) days period, this contract shall terminate and become null and void and be of no further force or effect.

After receipt of notice of termination, Johnson County Juvenile Probation Department shall remove child placed in the Facility on or before the termination date.

NOTICES

All notices, demands, or other writings may be delivered by either party hereto to the other by certified mail, return receipt requested or other reliable courier at the following addresses:

To Collin County:
Collin County Juvenile Probation Services
Attn: Cynthia Porter Gore, Chief
4690 Community Ave., Suite 100
McKinney, Texas 75071
CGore@co.collin.tx.us

To Johnson County:
Johnson County Juvenile Probation Dept.
Attn: Steve Gant, Chief
1102 E. Kilpatrick Suite C
Cleburne, Texas 76031

The addresses to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provide.

OFFICIALS NOT TO BENEFIT

No official, member, or employee of Collin County or Johnson County Juvenile Probation Departments and no member of their governmental bodies, and no other public officials of the Collin County and Johnson County Juvenile Boards who exercise any function 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 affects his personal interest and shall not have any personal of pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

VENUE

The law of the State of Texas shall govern this agreement and venue of any dispute or matter arising under this agreement shall lie in Collin County, Texas.

INTEPRETATION OF CONTACT

In the event any provision of this contact shall be held illegal or unenforceable, such provision that be severed and shall be null and void, but the balance of the agreement shall continue in full force and effect.

The agreement this date executed is made by and between the parties hereto; it being declared the intention of the parties hereto that the above and foregoing contract is a contract providing for the (1): care of juveniles who have been adjudicated in accordance with the provision of the Juvenile Justice Code, Title 3, and (2): payment for such care by Johnson County Juvenile Probation Department for such juveniles placed in the Facility by the Judge of Johnson County exercising juvenile jurisdiction.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals this 25 day of August, 2026.

COLLIN COUNTY
JUVENILE PROBATION

Cynthia Porter Gore, Chief

08/26/2026
Date

Judge Cynthia Wheless, Chairman

08/26/26
Date

Johnson COUNTY
JUVENILE PROBATION

Steve Gant, Chief

8-25-26
Date

Judge Steve McClure, Chairman

8-26-2026
Date

Signature Page (Juvenile Contract for County Facility)

APPROVED AS TO FORM AND CONTENT for JOHNSON COUNTY:

Christopher Boedecker
Johnson County Judge

9-14-26
Date

Attest:

Johnson County Clerk,
April Long or Deputy County Clerk

9-14-26
Date