AGENDA ITEM
CA53

AGENDA PLACEMENT FORM

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

Date: September 2, 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 Interlocal Cooperation Funding Agreement with Pecan Valley MHMR Region dba: Pecan Valley Centers for Behavioral and Developmental Healthcare

(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

INTERLOCAL COOPERATION FUNDING AGREEMENT

PECAN VALLEY MHMR REGION
(d.b.a.) PECAN VALLEY CENTERS
FOR BEHAVIORAL AND DEVELOPMENTAL HEALTHCARE
And
JOHNSON COUNTY JUVENILE PROBATION

THIS INTERLOCAL AGREEMENT is entered into on this 1st day of October 2026, by and between the **PECAN VALLEY CENTERS (PVC),** a community center under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended, and **JOHNSON COUNTY JUVENILE PROBATION (County).**

Both PVC and Johnson County execute this Interlocal Agreement pursuant to the Interlocal Cooperation Act, chapter 791 of the Texas Government Code, as amended, and in accordance with Chapter 273 of the Texas Local Government Code, as amended.

WHEREAS, the parties to this Interlocal Agreement, hereinafter referred to as "AGREEMENT", wish to establish formal linkages to encourage and promote collaboration concerning outpatient behavioral, mental health, and substance use services regarding participants and/or families when specific needs are identified; and

WHEREAS, the parties, desire to utilize state funds in the most effective and efficient manner for the performance of governmental functions or in performing such governmental functions shall therefore distribute said funds only from current revenues, legally available to such parties; and

WHEREAS, the governing bodies of each party find that the funds to be distributed from County to PVC shall benefit the residents of the County and that each party has the legal authority to maintain or to provide such service, and the services provided thereof is in the common interest of both parties hereto; and that the covenants and promises constitutes adequate consideration to each party; NOW THEREFORE,

In consideration of the premises and the agreements, covenants and promises herein set forth, it is agreed as follows:

I.
Recitals

Johnson County Juvenile Probation serves the Johnson County area and acts as a sanction for juveniles adjudicated in court, and in many cases as a way of diverting status offenders or first-time juvenile offenders from the court system.

Pecan Valley Centers is the Local Mental Health Authority, a community center as defined by Health and Safety Code 534.001, for Erath, Hood, Johnson, Palo Pinto, Johnson, and Somervell Counties. As such, Pecan Valley Centers is obligated by State contract with Texas Health and Human Services, to provide ongoing services to children and youth deemed to be eligible for services. Services require individuals to maintain regular contact with Pecan Valley Centers staff for the purpose of training on behavioral, emotional, social, decision-making, and substance use skills.

Whereas both Johnson County Juvenile Probation and Pecan Valley Centers seek to provide the best opportunities for success of individuals in the community, both agencies agree to mutual support. Intrinsically, Pecan Valley Centers desires to provide, and Johnson County Juvenile Probation desires to receive, community based behavioral health and crisis services and clinic-based substance use services at location(s) mutually agreed upon by the parties.

II.
Eligible Population for Services

Goal Statement: To provide an array of rehabilitative services and programs for juveniles and their families which will include specialized treatment, skills building, reentry, and aftercare services. Programs will treat juveniles locally, improve outcomes, and reduce the need for out of home placement or commitment to the Texas Juvenile Justice Department.

The primary population for the program is identified by the following characteristics:

- Age(s): 10-17
- Qualifying Characteristic(s)
    - Mental Health Condition defined as those who have had, in the past year, a mental, behavioral, or emotional disorder that meets the criteria in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition* (DSM-V) as determined by a diagnostic evaluation to be performed by the LMHA, excluding those youth with a single diagnosis of Autism Spectrum Disorder or an Intellectual and Developmental Disability
    - Substance abuse issues
    - Family conflict and dysfunction
    - Emotional Abuse
    - Family Violence
    - Delinquent behavior
- Risk Level(s): moderate to high risk.
- Identified Need(s)
    - Mental Health Treatment and Diagnosis
    - Ongoing support for family and treatment
    - Develop coping skills and other skills building
    - Substance abuse treatment

III.
Program Expectations and Resources

Johnson County Juvenile Probation staff members agree, to the extent it deems appropriate in its sole discretion and subject to their capacity, to provide the following services:

1. Identify individuals who appear to be in need of behavioral, mental health, and/or substance use services.
2. Provide a verbal or written referral with supporting documentation, if available.
3. Provide Pecan Valley Centers a signed release for exchange of information to comply with 42 CFR § 2.31.
4. Maintain ongoing contact with Pecan Valley Centers and referred individuals, for the purpose of additional case coordination and follow-up, should it be needed.
5. Acknowledge and abide by Pecan Valley Centers confidentiality policies.
6. Participate in a monthly team meeting for each youth enrolled in the program and in collaboration with the youth, their families, and PVC staff, whereby progress within the program is discussed.
    a. Wherever necessary and dependent upon their availability, participate in emergency team meetings following a significant disruption to the youth's life or level of functioning.

Pecan Valley Centers staff members agrees, to the extent it deems appropriate in its sole discretion and subject to PVC's capacity, to provide the following:

1. Make available designated contact person(s) for Johnson County Juvenile Probation staff persons to make referrals.
2. Provide appropriate levels of diagnostic assessment for referred individuals to determine the appropriate type of services and level of care, which may include one or more of the following:
    - Case Management
    - Skills Training and Development (individual and/or family)
    - Medication Training and Support
    - Medication Management
    - Therapeutic Counseling (individual and/or family)
    - Family Partner Services
    - Crisis Intervention
    - Referral to youth Substance Use Disorder Outpatient Treatment Services which are available from PVC and other/or another provider.
        - Referral to SUD services to be determined by the following criteria:
            - Must be currently using or recently stopped using
            - Meet DSM-V diagnostic criteria for a substance use disorder
            - Not be in need of inpatient treatment
            - Willing/able to participate in treatment
            - Family must also be willing to participate in all scheduled program activities

3. Discuss financial requirements and responsibilities during the screening and intake process with the youth and their parent/Legally Authorized Representative ("LAR").
4. Obtain informed consent and release of information from parent/LAR utilizing forms provided by PVC.
5. Notify Johnson County Juvenile Probation of any changes in service delivery, and/or the need for additional follow-up.
6. Complete and return any necessary documentation requested by Johnson County Juvenile Probation on a timely basis.
7. Acknowledge and abide by Johnson County Juvenile Probation confidentiality policies.

IV.

Service Provision

Services will be provided per the authorized Level of Care (LOC) in accordance with the Texas Resilience and Recovery Utilization Management Guidelines average monthly utilization standard (see attachment). Services will be provided in person, via telehealth, or telephonically at the clinic, home, the community, or school. Staff will make every reasonable attempt to avoid disruption of core classroom instruction and will provide an excuse note for any in-person, telehealth, or telephone visits during the school day.

V.

Program Performance

The program target is to serve 8-10 youth annually. Program success will be tracked monthly across four categories:

1. Number of youth enrolled in the program on the last day of the month
2. Number of youth enrolled who successfully complete the program
    a. Successfully released from probation
    b. Mental health and/or behavioral needs no longer require intensive intervention
        i. Youth may discharge from PVC services or step-down into clinic-based services
3. Number of youth enrolled who do not successfully complete the program
    a. Youth who are admitted to residential treatment
    b. Youth who are found to be an inappropriate fit for the program as determined by the family, Johnson County Juvenile Probation, and PVC
    c. Youth who move out of the service area
    d. Other reasons not listed that interrupt programmatic completion
4. Running total of youth served in the program to date

VI.

Confidentiality

Each party hereto acknowledges that it will comply with applicable local, state, and federal confidentiality laws, rules and regulations, as may be amended from time to time, regarding disclosing information on the Youth, LAR, or family member(s) receiving services hereunder, to include, but not necessarily limited to, information covered under the Health Insurance Portability and Accountability Act of 1996 (HIPPA, Pub.L. 014-191), each as may be amended from time to time. Each party hereto acknowledges that in receiving, storing, processing, or otherwise dealing with any alcohol and/or drug abuse information about recipients of services described herein, it is fully bound by the applicable provision of 42 CFR Part 2, and agrees to undertake to resist in any judicial proceeding any effort to obtain access to such information pertaining otherwise than is provided for in 42 CFR Part 2.

VII.

Compensation

Services will be invoiced on a case rate basis. The case rate per referral will be $2,000. This rate will be a flat rate and will include participation in meetings and consultations with Juvenile Probation, travel to and from scheduled visits and service delivery for those individuals without a primary funding source. The case rate will cover a period not to exceed six months. Extensions of services beyond six months will be negotiated on a case by case basis.

This rate is based on providing services to a target of 8-10 youth per year. The case rate charge will be invoiced to Juvenile Probation (or other departments as requested) by the 15th of the month following the initiation of services.

VIII.

Independent Contractor

The relationship between PVC and Johnson County Juvenile Probation shall be that of an independent contractor. The parties agree that none of the provisions of this Memorandum is intended to create, nor will be deemed or construed to create, any relationship between PVC and Johnson County Juvenile Probation other than that of independent parties contracting with each other to carry out this Memorandum. It is agreed that neither party hereto nor such party's employees, contractors or agents, will be considered an employee, agent, partner, joint venture, ostensible or apparent agent, servant, or borrowed servant of the other party hereto. PVC shall not hold itself out as an agent to Johnson County Juvenile Probation to any youth or to any other persons.

In the performance of all Services under this Memorandum, PVC is at all times acting as an independent contractor engaged in the delivery of services. PVC and its personnel and/or

contractors, if any, will employ their own means and methods and exercise their own professional judgement in performing the services under this Memorandum, and shall perform its obligations hereunder in an effective, competent, efficient, and satisfactory manner in compliance with PVC's policies and procedures.

IX.

Agreement Interpretation and Venue

The PARTIES covenant and agree that any litigation relating to this AGREEMENT, the terms and conditions of the AGREEMENT will be interpreted according to the laws of the State of Texas and venue shall be proper exclusively in Johnson County, Texas.

X.

Headings

The headings contained in this Memorandum are for the convenience of the parties only and shall not be deemed to affect the meaning of the provisions hereof.

XI.

Waiver

The failure of either party to insist upon the strict observation or performance of any provision of this Memorandum or to exercise any right or remedy shall not impair or waive any such right or remedy. Every right and remedy given by this Memorandum to the parties may be exercised from time to time and as often as appropriate.

XII.

Immunity

It is expressly understood and agreed that, in the execution of this AGREEMENT, no PARTY waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

XIII.

Term of Contract

This Interlocal Agreement is in effect from October 1, 2026 to September 30, 2027. Either party may terminate this Interlocal Agreement by giving 30 days written notice.

XIV.

Entire Agreement

This Agreement and all attachments referenced herein shall constitute the entire, full and complete agreement between the parties regarding the subject matter described herein, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect.

Except as expressly provided otherwise in this Agreement, this Agreement may not be changed or modified except by written document signed by both parties.

Both parties agree to respect the spirit and intent of this Interlocal Agreement and to fulfill, to the maximum extent possible, the specific steps outlined in this document.

PECAN VALLEY CENTERS:

By: _____ 8-28-26

Ruben DeHoyos, Executive Director (Date)
Pecan Valley Centers
2101 West Point Street
Granbury, Texas76048

JOHNSON COUNTY JUVENILE PROBATION:

By: _____ 8-27-26

Steve Gant / Chief JPO (Date)
Johnson County Juvenile Probation
1102 E. Kilpatrick St. #C
Cleburne, Texas 76031

Judges Signature Addendum Page to Interlocal Cooperation Funding Agreement
(Johnson County-Pecan Valley MHMR)

APPROVED AS TO FORM AND CONTENT for JOHNSON COUNTY:

Christopher Boedecker
Johnson County Judge

9.14.24
Date

Attest:

Johnson County Clerk,
April Long or Deputy County Clerk

COMMISSIONERS COURT
JOHNSON COUNTY, TEXAS

9.14.24
Date

Steve McClure
Chairman, Juvenile Board

August 28, 2024
Date