AGENDA ITEM
CA62

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 Agreement with the Randall County Juvenile Probation Department for Post-Adjudication 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

STATE OF TEXAS	§	
	§	INTERLOCAL COOPERATION AGREEMENT
COUNTY OF RANDALL	§	

JOHNSON COUNTY JUVENILE PROBATION DEPARTMENT
and
THE RANDALL COUNTY JUVENILE PROBATION DEPARTMENT

Post-Adjudication Secure Correctional Facility Residential Treatment Services

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between Johnson County Juvenile Board on behalf of the Johnson County Juvenile Probation ("Sending County"), a political subdivision of the State of Texas, and the Randall County Juvenile Board on behalf of the Randall County Juvenile Probation Department (collectively referred to as "Receiving County"), a political subdivision of the State of Texas. This Agreement is entered into by the parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, the Texas Juvenile Justice Department (TJJD) has made grant funds available to Receiving County during the FY2026-2027 biennium for the purpose of Regional Service Enhancement Projects to improve the region's ability to treat children locally, improve outcomes and decrease the likelihood of commitment to the TJJD; and

WHEREAS the goal of the Regional Services Enhancement Project grant is to support regions in their ability to provide an array of rehabilitative services for children and their families to include evidence-based, intensive community-based, residential, re-entry and aftercare programs; and

WHEREAS Sending County is seeking secure post-adjudication correctional residential treatment services for children under the supervision of its juvenile probation department who are at risk of commitment to the TJJD; and

WHEREAS, Receiving County has the ability to provide said services.

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

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to provide Sending County with secure post-adjudication correctional treatment services for children under the probation supervision of Sending County who have been accepted by the Randall County Chief Juvenile Probation Officer (Randall County Chief) for placement at the Youth Center of the High Plains – Regional Constructive Living Unit (R-CLU) a secure post-adjudication correctional facility.

ARTICLE II
DEFINITIONS

2.01 For purposes of this Agreement, the following definitions apply:

2.01.1 "Child/Children": Any child/children under juvenile probation supervision of Sending County who have been accepted by the Randall County Chief for placement at the (R-CLU).

2.01.2 "Child's Probation Officer": A juvenile probation officer of Sending County who is assigned to a Child.

2.01.3 "Detention Center": Youth Center of the High Plains, a secure pre-adjudication detention facility located at 9300 South Georgia Street, Amarillo, TX 79118.

2.01.4 "Facilities": Collectively refers to the YCHP: R-CLU and Detention Center.

2.01.5 "Facility Administrator": The individual designated by the Randall County Chief who has ultimate responsibility for managing and operating the (R-CLU) facility. This definition includes the certified juvenile supervision officer who is designated in writing as the acting Facility Administrator during the absence of the Facility Administrator.

2.01.6 "Furlough": A period of time during which a Child is allowed to leave the facility premises and go into the community unsupervised for various purposes consistent with public interest.

2.01.7 "HIPAA": Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191).

2.01.8 "R-CLU": Youth Center of the High Plains – R-Constructive Living Unit, a regional secure post-adjudication correctional facility located at 9300 South Georgia Street, Amarillo, TX 79118.

2.01.9 "ITP": Individualized Treatment Plan.

2.01.10 "PREA": Prison Rape Elimination Act of 2003 (34 U.S.C. Ch. 303 / 28 CFR §115).

2.01.11 "Regional Diversion Coordinator": Receiving County's staff designated to serve as the liaison and primary point of contact for Sending Counties.

2.01.12 "Randall County Chief": Randall County Chief Juvenile Probation Officer.

2.01.13 "Treatment Team": Multidisciplinary team comprised of, at minimum, probation, residential and treatment staff directly involved with a child's treatment and programming in the R-CLU.

ARTICLE III
TERM

3.01 The term of this Agreement shall be for twelve (12) months, commencing on September 1, 2026, and expiring on August 31, 2027, and shall automatically renew for one (1) year periods unless either party gives written notice of non-renewal not less than 30 days before the end of the current term: subject to continued state appropriated funding.

ARTICLE IV
OPERATIONAL AUTHORITY

4.01 Receiving County owns and operates a pre-adjudication secure detention facility, and a post-adjudication secure correctional facility. The R-CLU is a secure post-adjudication correctional facility, and the Detention Center is a secure pre-adjudication detention facility. These facilities are registered with the Texas Juvenile Justice Department (TJJD) and certified by the Randall County Juvenile Board.

ARTICLE V
ACCEPTANCE & PLACEMENT OF CHILD BY RECEIVING COUNTY

5.01 The R-CLU program placement objectives are to provide:

5.01.1 Effective programming and services for children placed in the R-CLU.

5.01.2 A successful transition and re-entry for children returning to their community.

5.02 Receiving County will only accept and place a child at the R-CLU with: 1) prior written approval of the Randall County Chief or Facility Administrator; 2) acknowledgement from TJJD that the child is eligible for placement in the R-CLU under the regional diversion alternatives application process; and 3) a health assessment, conducted by Receiving County, to determine if the child is in need of any emergency medical care and is not in psychiatric crisis. The parties acknowledge and agree that Receiving County is under no obligation to accept a child who is deemed by Receiving County to be inappropriate for placement in the R-CLU program.

5.03 Prior to admission, Receiving County shall receive from Sending County the TJJD "Interagency Placement Application" and any other pre-admission records pertaining to a child as currently listed, or subsequently amended, in 37 Texas Administrative Code, Sec. 343.600. All documents shall be sent to:

Deputy Chief of Behavioral Health
Randall County Juvenile Probation Department
9300 South Georgia Street
Amarillo, TX 79118
admissions@randallcounty.gov
(806)468-5783 | fax: (806)468-5713

ARTICLE VI
RESPONSIBILITIES AND OBLIGATIONS OF RECEIVING COUNTY

6.01 R-CLU Services. Services to be provided include:

6.01.1 Routine supervision, intervention, and therapeutic services to provide for a child's safety, involvement in age-appropriate structured activities, educational and rehabilitative services and guidance from professionals and paraprofessionals to help attain or improve functioning appropriate to a child's age and functioning/development.

6.01.2 A full range of treatment and rehabilitative interventions including educational, social, recreational, psycho-educational, as well as behavioral and mental health services.

6.01.3 Specialized treatment of children in need of sex offense specific treatment. This treatment is offered within the general R-CLU program and is tailored to effectively stabilize, manage, and treat the specialized needs of these children in a developmentally appropriate manner.

6.01.4 Appropriately licensed medical and mental health professionals to manage and facilitate ongoing treatment, to include crisis intervention, as needed.

6.01.5 Monthly Treatment Team meetings to develop and refine Individualized Treatment Plans (ITPs), monitor the progress of children, and plan each child's transition back to the community.

6.02 Education. Within the limits of state and federal law, all children will have access to, at a minimum, appropriate public education and related services through the Canyon Independent School District while residing at the R-CLU.

6.03 Basic Medical Care. Medical health care services that can be provided at the R-CLU.

6.04 Written Reports. Receiving County shall, on a monthly basis, provide the Child's Probation Officer with a written report of the child's progress toward, or achievement of, goals/objectives contained in the ITP.

6.05 Emergency Notification. Receiving County will ensure that the child's parent/legal guardian/custodian, Child's Probation Officer and any person specifically designated by an authorized agent of Sending County are promptly notified if a child makes an unauthorized departure, becomes seriously ill, is involved in a serious accident or incident, or has been transported to a hospital or emergency care facility.

ARTICLE VII
RESPONSIBILITIES AND OBLIGATIONS OF SENDING COUNTY

7.01 Transportation. Sending County shall be responsible for all transportation needs of a child, a Child's Probation Officer and a child's family, except for a child's transportation within Randall County, Texas.

7.02 Probation Supervision. A child's probation supervision shall remain under the jurisdiction of Sending County while the child is receiving services under this Agreement.

7.03 Case Plan/Case Plan Review. The Child's Probation Officer is responsible for completing the Case Plan and ongoing Case Plan Reviews, and for providing copies to the Regional Diversion Coordinator, upon child's placement in the R-CLU. All Case Plans and Case Plan Reviews shall be conducted in accordance with Title 37, Part 11 of the Texas Administrative Code.

7.04 Child's Parent and Probation Officer Participation. The parties acknowledge that a significant part of a child's rehabilitation process is parental involvement. The R-CLU program requires a child's parent/legal guardian/custodian to participate in treatment planning, family services and transition planning, either in person or remotely. If a child's parent/legal guardian/custodian is unable to attend in person, arrangements may be made for participation via a variety of means, including HIPAA compliant audio/visual technology, which may include utilizing the internet. The R-CLU program requires that a Child's Probation Officer participate in treatment planning, multi-disciplinary team progress reviews and transition planning. A Child's Probation Officer from a Sending County shall conduct monthly visits with a child.

7.05 Confidentiality. Sending County may receive protected health information related to the child under Chapter 58, Texas Family Code, which must be kept confidential. Sending County must comply with all applicable state or federal laws or regulations requiring confidential information to be safeguarded, used, or disclosed only for authorized purposes by authorized users, including but not limited to: HIPAA privacy, security, and breach notification regulations; relevant Texas Family Code provisions; Sec. 159.005, Texas Occupations Code; and Sec. 129.001, Texas Civil Practice and Remedies Code.

ARTICLE VIII
SEPARATION OR DISCHARGE FROM THE R-CLU

8.01 When a child's separation from the R-CLU placement program is required due to disciplinary issues or concerns for the safety and security of the child, other children or staff, the child may be transferred to a separate unit in the R-CLU facility for temporary housing. The child may remain separated from the program until the Facility Administrator or designee deems it appropriate for the child to return to the program or to be discharged from the R-CLU in accordance with Sec. 8.02.

8.02 If a child commits a new offense or a violation of probation while residing at the R-CLU, the child may be transferred to the Detention Center or to the Randall County Jail depending on the child's age and offense level. Receiving County will promptly contact Sending County to determine the next course of action for the child. If Receiving County elects to discharge the child from the R-CLU, Sending County shall pick up the child at the R-CLU facility promptly within 24 hours, excluding weekends and holidays. Receiving County will only release a child to a person or agency specifically designated by an authorized agent of Sending County.

8.03 If a child is discharged from the R-CLU, Sending County will pay the per diem rate set forth in the Contract for Secure Residential Services for each day a child remains in the facility past the initial 24-hour time period.

8.04 Receiving County reserves the right to discharge a child from placement at the R-CLU at its sole discretion and for any reason whatsoever. If the child is discharged, Sending County must send an authorized person or agency to pick up the child. Receiving County will only release a child to a person or agency specifically designated by an authorized agent of Sending County.

ARTICLE IX
FURLOUGH FROM THE R-CLU

9.01 The parties recognize that a child's ITP may include time away from the R-CLU on furlough, such as weekends and/or holidays. The parties agree that any furlough decision, along with the specific time frame, must be approved by the Facility Administrator or designee upon recommendation by the Treatment Team.

9.02 Receiving County shall coordinate with Sending County to schedule a mutually agreeable day and time for a child's furlough. Sending County will be responsible for the child's transportation to and from Randall County, and for the child's supervision during any furlough to Sending County. Receiving County will only retain a bed for a child until the child's timely return from any approved furlough.

ARTICLE X
POST-DISCHARGE COLLABORATION

10.01 Parties acknowledge that successful transition and re-entry into the community is a primary objective of the R-CLU placement program. Provided a child remains under Sending County's supervision following successful discharge from the R-CLU, parties agree and commit to maintaining collaborative contact for up to twelve (12) months regarding the child's transition back to the community.

10.02 Post-discharge collaboration will: 1) promote successful transition and re-entry to benefit the child, family, and community; and 2) assist Receiving County in evaluating and potentially implementing programmatic changes to benefit other children, families, and communities in the future.

ARTICLE XI
COMPENSATION

11.01 Payment for services provided under this Agreement shall be made from state grant funds maintained and designated for this purpose by the TJJD. Said funding will: 1) compensate Receiving County for the services performed under this Agreement; and 2) be made from current funding available to the TJJD. It is understood and agreed by the parties that this Agreement is funded with state appropriated grant funds and shall be subject to termination by either party without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

11.02 The parties agree that the portion of any day on which a child arrives at or exits the Receiving County facility shall be computed as a full day under this Agreement.

11.03 Sending County shall be responsible for all medical service costs not included in the basic medical care provided in the R-CLU program.

11.04 If any per diem or medical service costs are assessed, then Receiving County shall submit an invoice for payment to Sending County on a monthly basis within fifteen (15) working days following the end of the invoiced month. Each invoice shall include information deemed necessary for adequate fiscal control including the child's initials, SID number, number of days the child was placed during the invoiced month and the per diem rate. Receiving County will send invoices to:

Johnson County Juvenile Probation – Region North
Attn: Ellen Peveto
1102 E. Kilpatrick, Suite C
Cleburne, TX 76031
juvbilling@johnsoncountytx.org
817-556-6880 ext 3801

11.05 Invoices submitted by Receiving County shall be paid by Sending County within thirty (30) days of receipt. The check will reference Receiving County's invoice number and will be made payable to "Randall County Juvenile Probation." Payment will be sent to:

Randall County Juvenile Probation
Attn.: Financial Services
9300 South Georgia Street
Amarillo, TX 79118

11.06 Sending County will direct any inquiries regarding an invoice or other fiscal matter to Receiving County's Fiscal Officer at (806)468-5701. Sending County will not contact any other Receiving County employees regarding fiscal matters.

11.07 Because state funds are used to pay for services rendered to Sending County, Receiving County 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.

ARTICLE XII
REPRESENTATIONS

12.01 Receiving County hereby represents and states the following:

12.01.1 That it has all necessary right, title, license, and authority to enter into this Agreement.

12.01.2 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, the County of Randall, or any political subdivision thereof.

12.01.3 That it will adhere to all federal, state, county and city laws, ordinances, regulations, and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Agreement.

12.01.4 That all its employees, interns, volunteers, and other individuals providing services to children under the auspices of Receiving County will report and investigate any incident or allegation of abuse, neglect, exploitation, death, or other serious incident involving a child in its Facilities in accordance with Chapter 261, Texas Family Code, and Title 37, Texas Administrative Code, Chapter 358, or successor provisions, and PREA.

Additionally, all incidents and allegations, including sexual abuse, serious physical abuse, and death, will be faxed, or emailed to Sending County's Chief Juvenile Probation Officer or other authorized designee, within 24 hours of the initial report.

12.01.5 That it prominently posts in all public and staff areas in all its office and facility areas, both the English and Spanish language versions of the following official notice forms: TJJD Notice to Public Regarding Abuse, Neglect and Exploitation; and TJJD Notice to Employees Regarding Abuse, Neglect and Exploitation.

12.01.6 That it will permit Sending County to examine and evaluate its program of services provided under the terms of this Agreement and/or to review the records of an individual child in accordance with Sec. 58.0052, Family Code. Receiving County agrees to maintain any child-care records, treatment records and any documents connected with the provision of child-care and special treatment services for a minimum of seven (7) years after the child's final discharge or until any pending litigation, claim, audit or review, and all questions arising therefrom, have been resolved.

Sending County's examination and evaluation of the R-CLU program may include site visitation, observation of programs in operation, interviews, and the administration of questionnaires to staff, as well as children, when deemed necessary.

12.01.7 That it will cooperate with and testify in any formal, informal, administrative, or judicial proceeding or hearing regarding any matter Sending County considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits, or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

12.01.8 That it will maintain strict confidentiality of all information and records relating to children from Sending County and will not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

12.01.9 That it will respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, parent/legal guardian/custodian on the basis of age, race, color, sex/gender, religion, disability, military status, sexual orientation, national origin or other legally protected categories, classes, or characteristics.

12.02 Receiving County has adopted and will comply with PREA, which establishes a zero-tolerance standard against sexual assault and sexual harassment of incarcerated persons, including juveniles, and addresses the prevention, detection, elimination, and reporting of sexual assault in juvenile facilities. Pursuant to the PREA standards, Receiving County will:

12.02.1 Permit Sending County to monitor its facilities and records as necessary to ensure that Receiving County is in compliance with said standards. Receiving County will make available to Sending County a copy of its most recent PREA audit. Receiving County will be responsible for the financial cost associated with any PREA audit.

12.02.2 Collect accurate, uniform data for every allegation of sexual abuse at its facilities, using the most recent version of the Survey of Sexual Violence issued by the Department of Justice and provide all incident-based sexual abuse data and aggregated sexual abuse data for the previous calendar year to Sending County no later than May 31st of each year.

12.02.3 Ensure that all its employees, interns, volunteers, and other individuals working under the auspices of Receiving County who provide goods or services directly to children in a Facility undergo the requisite background checks, child abuse registry checks, and training certification explaining their responsibilities under Receiving County's sexual abuse and sexual harassment prevention, detection and response policies and procedures.

ARTICLE XIII
DEFAULT

13.01 An event of default will occur under the following circumstances:

13.01.1 Receiving County defaults by failing to perform the services or any of the other responsibilities and obligations called for by this Agreement and, after receiving notice of default by Sending County, does not cure such default within a period of twenty (20) days.

13.01.2 Sending County defaults by failing to perform any of its responsibilities and obligations called for by this agreement and, after receiving notice of default by Receiving County, does not cure such default within a period of twenty (20) days.

ARTICLE XIV
TERMINATION

14.01 This Agreement may be terminated:

14.01.1 In an event of default as defined in Article XIII hereinabove;

14.01.2 By either party upon thirty (30) days' written notice to the other party of the intention to terminate; or

14.01.3 Upon exhaustion of available funds, by either party.

ARTICLE XV
MISCELLANEOUS

15.01 Receiving County may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Sending County.

15.02 Each party to this Agreement is responsible for its own actions and conduct in providing services under this Agreement and shall not be liable for the actions or conduct of the other. The parties expressly acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by either party of any immunities from suit or from liability to which either party otherwise may be entitled, nor will it be so construed.

15.03 Within five (5) business days of receiving notice of any claim, demand, suit, or any action made or brought against either party, arising out of the activities conducted pursuant to this Agreement, the party will give written notice to the other party of such claim, demand suit or other action. The notice must include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; and (d) the name or names of any person(s) against whom such claim is being made.

15.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Randall County, Texas.

15.05 Exclusive venue for any litigation arising from this Agreement shall be in Randall County, Texas.

15.06 By entering into this Agreement, the parties do not intend to create any obligations express or implied, other than those set out herein; further, the parties do not intend to create any rights in any third party by virtue of this Agreement.

15.07 In the event any one, or more, of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

15.08 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the subject matter hereof.

15.09 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties.

15.10 Services shall be provided by Receiving County in compliance with the Civil Rights Act of 1964. Receiving County will not discriminate against any employee, applicant for employment or child because of race, religion, sex, national origin, age, or handicapped condition.

15.11 Receiving County will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment, without regard to their race, religion, sex, national origin, age, or handicapped condition.

15.12 Receiving County agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and confidentiality guidelines concerning HIV related medical information in accordance with Texas Health and Safety Code Sections 85.112 and 85.115.

15.13 No official or employee of Randall County shall participate in any decision relating to this Agreement which affects the person's personal or pecuniary interests.

15.14 Per Government Code, Chapter 2271, Receiving County acknowledges that it does not currently, and shall not during the term of this Agreement, boycott Israel.

15.15 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 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 characteristic protected by law (except) where such is a bona fide occupational qualification).

ARTICLE XVI
EXECUTION

16.01 Each person signing this Agreement warrants that he or she has power and authority to bind the party for which he or she signs to all the terms and conditions of this Agreement.

(This area was internally left blank.)

ON August 25, 2026 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 Board

9-2-2026
Date

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

8-26-2026
Date

JOHNSON COUNTY JUVENILE SERVICES

Steve McClure, Chairman
Johnson County Juvenile Board

8-26-2026
Date

Steve Gant
Chief Juvenile Probation Officer
Johnson County Juvenile Probation Department

8-25-26
Date

Christopher Boedeker, County Judge
Johnson County

9.14.26
Date

COMMISSIONERS COURT
JOHNSON COUNTY, TEXAS

April Long, County Clerk
Johnson County

9.14.26
Date

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 **$225.00** 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 TJJD 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.