

**AGENDA PLACEMENT FORM**

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

Date: September 25 2024

Meeting Date: October 15, 2024

Submitted By: Steve Gant

Department: Juvenile Services

Signature of Elected Official/Department Head:

*Steve Gant*

<b>Court Decision:</b> <small>This section to be completed by County Judge's Office</small>
 10-15-24

**Description:**

Consideration and Approval of Randall County Contracts and Agreements for Detention Services, Residential Services and Interlocal Cooperation Agreement between Johnson County Juvenile Probation Department and The Randall County Juvenile Probation Department (3 attached contracts requiring signatures).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(May attach additional sheets if necessary)

**Person to Present:** \_\_\_\_\_

(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**

STATE OF TEXAS

§

**CONTRACT FOR DETENTION SERVICES**

COUNTY OF RANDALL

§

This contract and agreement made and entered into by and between the County of Randall, acting by and through its duly authorized representative, the Chairman of the Juvenile Board of Randall County Texas, James W. Anderson, and the Juvenile Board of Johnson County, acting by and through its duly authorized representative, Steve McClure, Chairperson, to be effective October 1, 2024, through September 30, 2025, pursuant to the authority of Vernon's Texas Civil Statutes, Article 4413(32c) ("The Interlocal Cooperation Act").

WHEREAS Randall County operates the Youth Center of the High Plains, said Youth Center having been duly inspected and certified as being suitable for the detention and treatment of Youth; and

WHEREAS Johnson County, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code has need of the use of secure facilities to house and maintain a 'child', as defined in Section 51.02(2), Juvenile Justice Code, who is accused of having committed an offense and is awaiting court action, an administrative hearing or other transfer action.

WHEREAS Randall County desires to make the facilities available to Johnson County for such use and purpose, and said county desires to contract for the use of said facilities:

**I. PROVISIONS OF SERVICES**

The Youth Center of the High Plains agrees to provide the following detention services, which shall be limited to juveniles accused of delinquent conduct or conduct indicating a need for supervision. Services shall include:

*A safe and secure environment  
24-hour intake services  
Mental health screening  
Academic program  
Cognitive/behavior model:  
    Rational behavior training  
    Social skills  
    Substance Abuse Basic Education  
Routine medical care  
Recreation program  
Crisis counseling*

- A. For and in consideration of the above-mentioned services, Johnson County agrees to pay the Youth Center of the High Plains an amount not to exceed \$160.00 per child, per day. This fee does not exceed the actual cost of childcare in the Youth Center of the High Plains and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.

Johnson County plans to utilize the Youth Center on an "as space is available" basis.

Recognizing that time away from the setting of the Youth Center will be necessary for situations such as hospitalization or pre-planned visits to placement facilities, the Youth Center must retain space for the child until their return. Johnson County will pay the service Agency the above agreed upon amount for such regularly scheduled days away from the Youth Center and its program providing they do not exceed ten (10) days at any one time without prior written permission. Except in an emergency, or upon expiration of a court

order, the Youth Center will not release a child to any person other than an agent for Johnson County without express consent of Johnson County.

- B. The Youth Center shall provide basic services, including standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous.
- C. Routine medical care will be provided within the facility. All other dental, medical, mental health, psychological testing, and laboratory services will be billed to Johnson County.
- D. Prescription drugs will be the responsibility of Johnson County. Ten days prior to the depletion of a supply, the child's Juvenile Probation Officer will be contacted for that child's parents to provide the prescription. If a new supply is not received five working days prior to the depletion of the prescription, the medical staff at the Youth Center will order the script and Johnson County will be billed.
- E. If a child in the Youth Center becomes seriously ill or is involved in a serious accident, the Youth Center will ensure that the child's parents and department are notified. Attempts will be made to notify the probation officer and parents immediately. If emergency examination, treatment, or hospitalization outside the Youth Center is required for a child placed in the Youth Center by Johnson County, the Administration Staff of the Youth Center is authorized to secure such examination, treatment, or hospitalization at a local medical facility at the expense of Johnson County, which will be billed for the same.
- F. If a child makes an unauthorized departure from the Youth Center, the Johnson County Juvenile Department shall be notified immediately. If a child makes an unauthorized departure from an agent of Johnson County, while in detention at the Youth Center, the Youth Center will be notified as soon as possible.
- G. If a child is accepted by the Youth Center from Johnson County and the Administration Staff has reason to believe that such child is mentally ill or suicidal, and has need of a mental health assessment, then the administrative staff shall notify the contracting Johnson County Juvenile Probation Department, who shall then arrange for the child to be evaluated by a mental health professional. If the assessment determines that the child is in need of immediate mental health services and inappropriate for detention at the Youth Center, the Johnson County Juvenile Probation Department may institute mental commitment proceedings. The Youth Center may, based on their discretion, receive the child back into its custody, if such assessment does not indicate that the child is in need of immediate mental health services, or if the child is not committed to a mental health facility.
- H. It is further understood and agreed by the parties hereto that children placed in detention care in the facilities shall be removed by Johnson County, its agents, servants or employees at the conclusion of the time period authorized by the Court Order issued by a Judge of a Juvenile Court of Johnson County, unless the Administration Staff has sufficient notice that a new order has been issued authorizing the continued detention.
- I. Payment is to be made monthly. Claim for payment will be submitted no later than twenty days from the last day of the month for which payment is being requested.
- J. The Youth Center is under no obligation to accept a child who is deemed inappropriate for detention by the Administration Staff of the Youth Center.

- K. The Randall County Chief Juvenile Probation officer or designee retains the right to direct contracting counties to remove children in the Youth Center based on local population needs and/or staffing requirements.
- L. In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for detention services, the Youth Center shall notify the Canyon Independent School District in which the school is located not later than the third day after the date a child is placed in detention.

**II. GOALS & AGGRAGATE DATA**

- A. The goal of Detention Services in the Youth Center of the High Plains is to maintain a safe, secure, productive environment.
- B. The Youth Center will provide to Johnson County annual indicators, which will express the effectiveness of the Youth Center in providing a safe & secure detention facility.

**III. EXAMINATION OF PROGRAM AND RECORDS**

- A. The Youth Center agrees that it will permit Johnson County to examine and evaluate its program of services provided under the terms of this contract and to review county client records. This examination and evaluation of the program will include unscheduled site visitations, observation of programs in operation, interviews, and the administration of questionnaires to the staff of the Youth Center and the child.
- B. The Youth Center shall provide to Johnson County such descriptive information on contracted children as requested on forms provided by Johnson County.
- C. The Youth Center agrees to maintain and make available for inspections, audit, or reproduction by an authorized representative of Johnson County and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- D. The Youth Center shall, when receiving whole or partial payment with any state grant funds, retain all applicable records for a minimum of seven (7) years and until any pending audits and all questions arising therefore have been resolved and shall make all contractual agreements with Johnson County available for Department inspection.

**IV. OFFICIALS NOT TO BENEFIT**

No officer, member or employees of Randall County and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions 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 effects his personal interest or have any personal or pecuniary interest, direct or indirect in this Contract or the proceeds thereof.

**V. DUTY TO REPORT**

As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, the Youth Center shall report any allegation or incident of abuse, neglect, exploitation, death, or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of Johnson County) within twenty-four (24) hours from the time the allegation is made, to all of the following:

- 1) Local law enforcement agency

- 2) Texas Juvenile Justice Department by submitting to TJJJ Incident Report Form to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-788-7263, followed by submitting the reports within 24 hours of said call); and
- 3) Johnson County Juvenile Probation Department.

For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

**VI. DUTY TO INFORM**

- A. In the event that any principal administrative person of the Youth Center of the High Plains becomes the target of an investigation involving an allegation of moral turpitude, fraud, illegal activity or child abuse, the Youth Center will notify Johnson within ten (10) working days.
- B. The Youth Center of the High Plains will notify Johnson County of any affirmative findings of child abuse, neglect, or exploitation.

**VII. EQUAL OPPORTUNITY**

- A. Services shall be provided by the Youth Center in compliance with the Civil Rights Act of 1964. The Youth Center will not discriminate against any employee, applicant for employment, or child because of race, religion, sex, national origin, age, or handicapped condition.
- B. The Youth Center 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.
- C. The Youth Center agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV related medical information in accordance with the provisions found in Acts 1989, 71<sup>st</sup> Leg., Ch. 1195, Section 5.03, and Section 5.04.

**VIII. DEFAULT**

Johnson County may, by written notice of default to the Youth Center, terminate the whole or any part of this contract in any one of the following circumstances:

- 1) If the Youth Center fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- 2) If the Youth Center fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by Johnson County in writing) after receiving notice of default.
- 3) Except with respect to defaults of subcontractors, Randall County shall not be liable for any excess costs if the failure to perform this contract arises out of causes beyond the control and without the fault or negligence of Randall County. If the failure to perform is caused by subcontractors, and without the fault or negligence of either of them, Randall County shall not be liable for any excess costs for failure to perform.

**IX. ASSURANCES**

- A. The Youth Center shall comply with all applicable state and federal laws.
- B. The Youth Center shall account separately the receipt and expenditure of state funds.
- C. The Youth Center will be operated in accordance with standards promulgated by the Texas Juvenile Justice Department.
- D. The personnel of the Youth Center shall make all reports of abuse, neglect and exploitation to the Texas Juvenile Justice Department, and the appropriate law enforcement agency as prescribed by law. The placing County will be notified of investigations involving their resident.
- E. The Youth Center is owned and operated solely by Randall County and therefore exempt from certifying its eligibility to receive state funds and is therefore exempt from service provider reporting, however, the Youth Center will voluntarily provide information on its services as outlined above in this contract.
- F. Per Government Code, Chapter 2270, the Randall County Juvenile Probation Department / Youth Center of the High Plains acknowledges that it does not currently, and shall not during the term of this contract, boycott Israel.
- G. The Johnson County Juvenile Probation Department, based on information from monitoring or other verifiable sources, may terminate this contract for the reasons set forth in the article dealing with termination below, or take other actions including, but not limited to:
  - 1) Impose recommendation from audit or investigate finding, or sanctions, and/or
  - 2) Suspend, place into abeyance, or remove any contractual rights including, but not limited to, withholding payment, cessation of placement and/or other removal of all clients presently in the program.

**X. PRISON RAPE ELIMINATION ACT (PREA)**

Pursuant to 28 CFR, Part 115, Section 115.13 (Standards for Juvenile Facilities), Randall County, 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 30, 2013, and at least once during each three-year period thereafter, Randall County – Youth Center of the High Plains shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to Johnson County. Randall County – Youth Center of the High Plains shall be subjected to annual contract monitoring by Johnson County to ensure that Randall County – Youth Center of the High Plains is complying with the PREA standards [PREA §115.312(b)].

**XI. TERMINATION**

- A. The Contract may be terminated by either party by giving ten (10) days written notice to the other party hereto of the intention to terminate.
- B. Termination of the child's detention residence with the Youth Center of the High Plains shall occur only after notifying the Johnson County Juvenile Probation Department's Placement Officer of the causes and with sufficient lead-time of at least two (2) days to allow alternate detention.

XII. LAW AND VENUE

In any legal action arising under this Contract, the laws of Texas shall apply, and venue shall be in Randall County.

XIII. CONTRACT PERIOD

The Contract period will be effective on the day of award to September 30, 2025, with three options to renew for an additional twelve (12) month periods. Allowable per diem rates will be adjusted annually to conform to pre-established rate schedules for the applicable fiscal year.


XIV. DESIGNATION OF OFFICIAL AUTHORIZED TO ACT

The Youth Center of the High Plains hereby designates the Chief Juvenile Probation Officer of Randall County to serve as its representative in all matters pertaining to this contract.

ON October 15, 2024, 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 Probation

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

JOHNSON COUNTY JUVENILE BOARD

  
\_\_\_\_\_  
Steve McClure, Chairman  
Johnson County Juvenile Board

  
\_\_\_\_\_  
Steve Gant  
Chief Juvenile Probation Officer  
Johnson County Juvenile Probation Department

  
\_\_\_\_\_  
Christopher Boedeker  
Johnson County Judge



  
\_\_\_\_\_  
April Long  
Johnson County Clerk

STATE OF TEXAS §

**CONTRACT FOR SECURE RESIDENTIAL SERVICES**

COUNTY OF RANDALL §

This contract and agreement made and entered into by and between the County of Randall, acting by and through its duly authorized representative, the Chairman of the Juvenile Board of Randall County Texas, James W. Anderson, and the Juvenile Court(s) of Johnson County, acting by and through its duly authorized representative Steve McClure, Chairperson, to be effective October 1, 2024 through September 30, 2025, pursuant to the authority of Vernon's Texas Civil Statutes, Article 4413(32c) ("The Inter-local Cooperation Act").

WHEREAS Randall County operates the Youth Center of the High Plains, said facility having been duly registered, inspected and certified as being suitable for the post adjudication treatment of Youth; and

WHEREAS, Johnson County, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code has need of the use of secure facilities 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

WHEREAS, Randall County desires to make the facilities available to Johnson County for such use and purpose, and said Johnson County desire to contract for the use of said facilities:

**I. PROVISIONS OF SERVICES**

The Youth Center of the High Plains 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.

A. For and in consideration of the above-mentioned services, Johnson County agrees to pay the Youth Center of the High Plains an amount not to exceed \$170.00 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.

Johnson County plans to utilize the residential programs of the Youth Center on an "as space is available" basis.

B. The Youth Center shall provide basic residential services, including standard supervision by qualified adults, food and snacks, recreation, allowances, personal hygiene items, haircuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone) and miscellaneous.

C. 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 Johnson County.

D. 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 percentage of youth in program successfully achieving set educational goals, percentage of youth achieving set vocational goals, percentage of youth achieving set social skills goals, percentage of youth demonstrating overall progress, number and type of

investigations made by the Department of Family and Protective Services or any law enforcement agency due to report of abuse and/or neglect. These records shall be made available to Johnson County for periodic inspection.

- E. 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 this child until his/her return, Johnson County will pay the Youth Center the above agreed upon 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.

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 placing county's approval and the placing county will not be charged.

- F. Routine medical care will be provided within the facility. All other dental, medical, mental health, psychological testing, prescription medications, and laboratory services will be billed to Johnson County.
- G. If a child in the Youth Center becomes seriously ill, or is involved in a serious accident, the Youth Center will ensure that the child's parents and the Johnson County Juvenile Probation Departments are notified. Attempts will be made to notify the probation officer and parents immediately. If emergency examination, treatment or hospitalization outside the facility is required the Administrative Staff of the Youth Center is authorized to secure such examination, treatment or hospitalization at a local medical facility at the expense of Johnson County and to request that Johnson County be billed for the same.
- H. If a child makes an unauthorized departure from the Youth Center, Johnson County shall be notified immediately. If a child makes an unauthorized departure from an agent of Johnson County, while in residential care at the Youth Center, the Youth Center will be notified as soon as possible.
- I. 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, Johnson County shall be billed for the period not to exceed ten (10) days.
- J. Payment is to be made monthly. Claim for payment will be submitted within approximately twenty (20) days from the last day of the month for which payment is being requested.
- K. 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.
- L. If a child is accepted by the Youth Center from Johnson County and the Administrative Staff has reason to believe that such child is mentally ill or suicidal, and has need of a mental health assessment, then the Administrative Staff shall notify Johnson County Juvenile Probation Department, who shall then arrange for the child to be evaluated by a mental health professional. If the assessment determines that the child is in need of immediate mental health services and inappropriate for residential placement at the Youth Center of the High Plains, the Johnson County Juvenile Probation Department may institute mental commitment proceedings. The Youth Center may, based on their discretion, receive the child back into its custody, if such assessment does not indicate that

the child is in need of immediate mental health services, or if the child is not committed to a mental health facility.

- M. In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for residential services, the Youth Center shall notify the Canyon Independent School District no later than the third day after the date a child is placed in the facility.

## **II. GOALS, OUTPUTS & MEASURABLE OUTCOMES**

- A. The Youth Center agrees to pursue the goals and values of the Johnson County Juvenile Probation Department through providing services to residents which enable growth, and development of the resident's potential. This development will be through provision of a safe, drug-free environment in which therapeutic services are utilized as tools for educational, emotional, and behavior change.
- B. The Youth Center shall provide Johnson County Juvenile Probation Department 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.

## **III. INDIVIDUAL SERVICE PLAN AND FAMILY INVOLVEMENT**

- A. The Service Plan shall be developed within the first month of placement into the CLU program.
- B. The Service Plan should 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 the 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 343.686.
- 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. Johnson 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 Johnson County without the express consent of Johnson County.

- J. The Youth Center shall assist the Johnson County Juvenile Probation Department in completing an appropriate individualized aftercare plan.
- K. The Johnson County Juvenile Probation Department must approve the child's participation in any furloughs, home visits, or extended trips while in CLU.
- L. Unless otherwise stipulated by the Johnson County Juvenile Probation Department, 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 verification that a physician has prescribed that medication for that particular child.

**IV. EXAMINATION OF PROGRAM AND RECORDS**

- A. The Youth Center agrees that it will permit Johnson County to examine and evaluate its program of services provided under the terms of this contract and to review their client's records. This examination and evaluation of the program will include unscheduled site visitations, observation of program in operation, interviews, and the administration of questionnaires to the staff of the Youth Center and the child.
- B. The Youth Center shall provide to Johnson County such descriptive information on its program and residents placed by the Johnson County Juvenile Probation Department as requested on forms provided by Johnson County.
- C. The Youth Center agrees to maintain and make available for inspections, audit, or reproduction by an authorized representative of Johnson County and the State of Texas, books, documents, and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- D. The Youth Center shall, when receiving whole or partial payment with any state grant funds, retain all applicable records for a minimum of seven (7) years and until any pending audits and all questions arising therefore have been resolved and shall make all contractual agreements with Johnson County available for Department inspection.
- E. Johnson 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 residential placement.
  - 2. Prevent re-referrals of children during the six (6) months following release from residential placement.
  - 3. Ensure children's protective factors increase as they progress in the treatment program.
- F. Johnson 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

7. The total number of children leaving the residential program for placement at the Randall County Jail.

G. The Youth Center shall report on a semi-annual basis to Johnson County as to each of the foregoing output and outcome measures. These reports will be reviewed by Johnson County in order to monitor the Youth Center for programmatic compliance with this Agreement.

**V. FEE ASSESSMENT**

A. Residents or their families shall not be assessed fees for services by the Youth Center unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek contribution from families of Johnson 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 Johnson 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 Juvenile Probation'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 Johnson County provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

E. The Youth Center is hereby notified that state funds are used to pay for services rendered to Johnson County. For this reason, the Youth Center shall account separately for the receipt and expenditure of all funds received from Johnson County and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds.

**VI. EQUAL OPPORTUNITY**

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

B. The Youth Center 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.

C. The Youth Center agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV related medical information in accordance with the provisions found in Acts 1989, 71<sup>st</sup> Leg., Ch. 1195, Section 5.03, and Section 5.04.

**VII. ASSURANCES**

A. The Youth Center shall comply with all applicable state and federal laws.

B. The Youth Center shall account separately the receipt and expenditure of state funds.

C. The Youth Center will be operated in accordance with standards promulgated by the Texas Juvenile Justice Department.

- D. The personnel of the Youth Center shall make all reports of abuse, neglect, and exploitation to the Texas Juvenile Justice Department as proscribed by law. Placing County will be notified of investigation involving their residents.
- E. The Youth Center is owned and operated solely by Randall County and therefore exempt from certifying its eligibility to receive state funds and is therefore exempt from service provider reporting, however, the Youth Center will voluntarily provide information on its services as outlined above in this contract.
- F. Per Government Code, Chapter 2270, the Randall County Juvenile Probation Department / Youth Center of the High Plains acknowledges that it does not currently, and shall not during the term of this contract, boycott Israel.
- G. The Johnson County Juvenile Probation Department, based on information from monitoring or other verifiable sources, may terminate this contract for the reasons set forth in the article dealing with termination below, or take other actions including, but not limited to:
  - 1) Impose recommendation from audit or investigate finding, or sanctions, and/or
  - 2) Suspend, place into abeyance, or remove any contractual rights including, but not limited to, withholding payment, cessation of placement and/or other removal of all clients presently in the program.

**VIII. OFFICIALS NOT TO BENEFIT**

No officer, member or employees of Randall County and no member of its governing body, and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions 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 effects his personal interest or have any personal or pecuniary interest, direct or indirect in this Contract or the proceeds thereof.

**IX. DUTY TO INFORM**

- A. In the event that any principal administrative person of the Youth Center of the High Plains becomes the target of an investigation involving an allegation of moral turpitude, fraud, illegal activity or child abuse, the Youth Center will notify Johnson County within ten (10) working days.
- B. The Youth Center will notify Johnson County of any affirmative findings of child abuse, neglect, or exploitation.

**X. DEFAULT**

Johnson County may, by written notice of default to the Youth Center, terminate the whole or any part of this contract in any one of the following circumstances:

- 1) If the Youth Center fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- 2) If the Youth Center fails to perform any of the other provision of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by Johnson County in writing) after receiving notice of default.
- 3) Except with respect to defaults of subcontractors, Randall County shall not be liable for any excess costs if the failure to perform this contract arises out of causes beyond the control and without the fault or negligence of Randall County. If the failure to perform is caused by

subcontractors, and without the fault or negligence of either of them, Randall County shall not be liable for any excess costs for failure to perform.

**XI. CONFIDENTIALITY OF RECORDS**

The Youth Center shall maintain strict confidentiality of all information and records relating to children involved in Johnson County Juvenile Probation and shall 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.

**XII. DUTY TO REPORT**

As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349 and 351, or successor provisions, the Youth Center shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of Johnson County) within twenty-four (24) hours from the time the allegation is made, to all of the following:

- 1) Local law enforcement agency
- 2) Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
- 3) Johnson County Juvenile Probation Department.

For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

**XIII. PRISON RAPE ELIMINATION ACT (PREA)**

Pursuant to 28 CFR, Part 115, Section 115.13 (Standards for Juvenile Facilities), Randall County, 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 30, 2013, and at least once during each three-year period thereafter, Randall County – Youth Center of the High Plains shall ensure that each facility under its operational control is audited for compliance with PREA and shall make said audit results available to Johnson County. Randall County – Youth Center of the High Plains shall be subjected to annual contract monitoring by Johnson County to ensure that Randall County – Youth Center of the High Plains is complying with the PREA standards [PREA §115.312(b)].

**XIV. WAIVER OF SUBROGATION**

The Youth Center expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Johnson County. The Youth Center also waives any rights it may have to indemnification from Johnson County.

**XV: SOVEREIGN IMMUNITY**

This Agreement is expressly made subject to Randall County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Randall County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

**XVI: REPRESENTATIONS AND WARRANTIES**

The Youth Center hereby represents and warrants the following:

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

- 2) That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certification 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.
- 3) That it carries sufficient insurance to provide protection to Johnson County under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement.
- 4) That all its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, and exploitation allegations; and
- 5) That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

**XVII: LEGAL CONSTRUCTION**

In case 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 invalidity, illegality, 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.

**XVIII: PRIOR AGREEMENTS SUPERSEDED**

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.

**XIX: TERMINATION**

- A. The Contract may be terminated by either party by giving ten (10) days written notice to the other party hereto of the intention to terminate.
- B. Termination of the child's residential residence with the Youth Center of the High Plains shall occur only after notifying the Johnson County Juvenile Probation Department of the causes and with sufficient lead-time of at least ten (10) days to allow alternate placement.

**XX. LAW AND VENUE**

In any legal action arising under this Contract, the laws of Texas shall apply, and venue shall be in Randall County.

**XXI. CONTRACT PERIOD**

The Contract period will be effective on the day of award to September 30, 2026, with three (3) options to renew for an additional twelve (12) month period. Allowable per diem rates will be adjusted annually to conform to pre-established rate schedules for the applicable fiscal year.

**XXII. DESIGNATION OF OFFICIAL AUTHORIZED TO ACT**

The Youth Center of the High Plains hereby designates the Chief Juvenile Probation Officer of Randall County to serve as its representative in all matters pertaining to this contract. It shall be automatically renewed for one (1) year terms, thereafter, commencing October 1<sup>st</sup> and ending September 30<sup>th</sup>, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

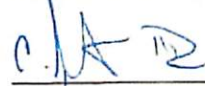
The terms of this Agreement shall be extended until such time as all services which have been requested by JPD, and are pending on the termination date stated above, have been performed.

ON October 15, 2024 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 Probation



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

JOHNSON COUNTY JUVENILE BOARD



Steve McClure, Chairman  
Johnson County Juvenile Board



Steve Gant  
Chief Juvenile Probation Officer  
Johnson County Juvenile Probation Department



Christopher Boedeker  
Johnson County Judge



April Long  
Johnson County Clerk



## APPENDIX A

# Constructive Living Unit (C.L.U.)

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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 & 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 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.



*Johnson County – Updated*  
*Interlocal Cooperation Agreement - Post-Adjudication Secure Correctional Facility Services – YCHP – 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, 2024, and expiring on August 31, 2025, 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

*Last Revised: 10/05/2023*

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](mailto: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.

*Last Revised: 10/05/2023*

- 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 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  
Attn: Steve Gant, Chief Juvenile Probation Officer  
1102 E. Kilpatrick, Suite C  
Cleburne, TX 76031

- 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.**

*Johnson County – Updated*  
**Interlocal Cooperation Agreement - Post-Adjudication Secure Correctional Facility Services – YCHP – R-CLU**

- 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 31<sup>st</sup> 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;

*Last Revised: 10/05/2023*

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.

**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 2270, Receiving County acknowledges that it does not currently, and shall not during the term of this Agreement, boycott Israel.


**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.


ON October 15, 2024 FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

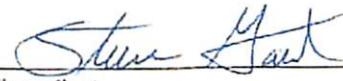
**RANDALL COUNTY JUVENILE BOARD**


  
\_\_\_\_\_  
Judge James W. Anderson, Chairman  
Randall County Juvenile Probation

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

**JOHNSON COUNTY JUVENILE BOARD**

  
\_\_\_\_\_  
Steve McClure, Chairman  
Johnson County Juvenile Board

  
\_\_\_\_\_  
Steve Gant  
Chief Juvenile Probation Officer  
Johnson County Juvenile Probation Department

  
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Christopher Baedeker  
Johnson County Judge



  
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April Long  
Johnson County Clerk