



DALLAS COUNTY JUVENILE BOARD
Agenda
Monday, July 28, 2014 ~ 5:00 p.m.
Juvenile Justice Alternative Education Facility
1673 Terre Colony Court, Dallas, Texas 75212

FILED

2014 JUL 24 AM 8:00

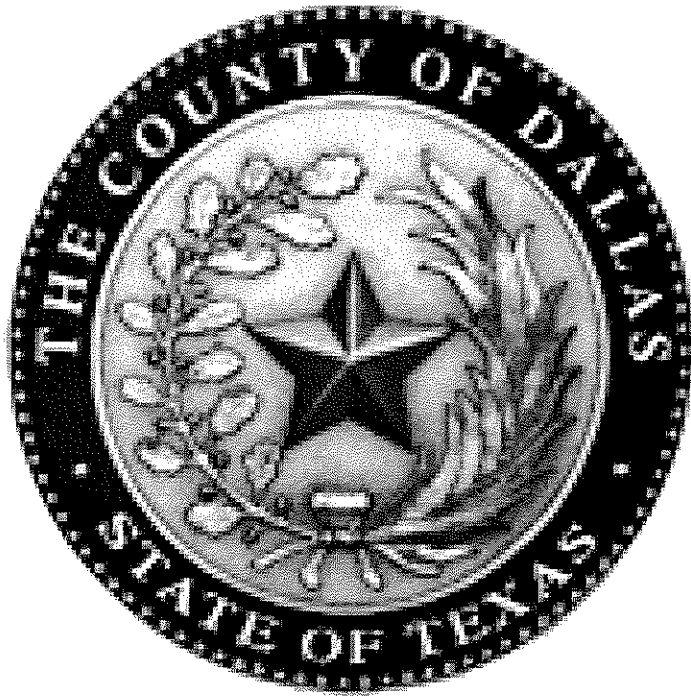
DALLAS COUNTY CLERK
 512 N. GILBERT ST.
 DALLAS, TEXAS 75202

- I. Call to Order
- II. Tour of Facility
- III. Approval of Minutes
 - a. June 23, 2014- No Quorum-No meeting-No minutes. Meeting rescheduled to June 30th, 2014
 - b. June 30, 2014
- IV. Public Comment (Limited to 3 minutes per individual or organization)*
- V. Discussion Items - Juvenile Department
 - A. Director's Report
- VI. Action Items - Juvenile Department
 - B. Approve Juvenile Justice Alternative Education Program Student Code of Conduct
 - C. Annual Performance Review of JJAEP
 - D. Juvenile Processing Office Renewal – Farmers Branch Police Department
 - E. Juvenile Processing Office Renewal – Addison Police Department
 - F. Juvenile Processing Office Renewal – Coppell Police Department
 - G. Juvenile Processing Office Modification – Richardson Police Department
 - H. Contract with University of TX Southwestern Medical Center for Psychological Services
 - I. Contract Renewal with Victoria County Post-Adjudication Program
 - J. Licensure as a Functional Family Therapy Provider
 - K. YSAB Juror Fund Recommendations
 - L. MOU with Goodwill Industries Inc.
 - M. MOU with National Alliance on Mental Illness
 - N. TJJD Supplemental Funding Acceptance
 - O. Defunding of Admission Coordinator and Funding of Grade 7 Clerical position
 - P. New Evaluative Tools for Request for Proposals for Non-Residential for FY2015
 - Q. Release of RFP for Non-Residential Contract Services for FY2015
 - R. Van Donation to Letot Center
 - S. Any subsequent action deemed necessary as a result of IX –
- VII. Discussion Items - Charter School
 - T. Charter School Update
- VIII. Action Items - Charter School
 - U. DC's Interlocal Agreement for Transportation – SAU
 - V. Application for Federal Title Funds
- IX. Executive Session - Juvenile Department
 For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 Through Section 551.076
 Subjects:
 - Contracts :
 - Litigation :
 - Texas Government Code, Section 551.071-Consultation with attorney to seek or receive legal advice regarding pending litigation, a settlement offer, or on a matter which the duty of the attorney to the Dallas County Juvenile Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: Governmental liability concerning Community Service Restitution (CSR).
 - Personnel:
 - Security :

Notes:
 *Individuals wishing to speak during the Public Comment Period must register with the Director's Administrative Assistant, Ms. Melinda Lloyd (214/698-2224) by 4:00 p.m. on the business day prior to the date of the Board Meeting.

Agenda items are assigned numerically and alphabetically for ease of reference only, and do not necessarily reflect the order of their consideration by the Board.

 Judge Cheryl Lee Shannon, 305th District Court
 Chairman, Dallas County Juvenile Board



III.

MINUTES OF MEETING

DATE: June 30, 2014

DALLAS COUNTY
JUVENILE BOARD

TIME: 12:00 p.m.

PLACE: Lyle B. Medlock Youth Treatment Center
1508 B E. Langdon Road
Dallas, Texas 75241

MEMBERS PRESENT: Judge Clay Jenkins
Commissioner John Wiley Price
Judge Andrea Plumlee
Judge Gracie Lewis
Ms. Paula Miller

MEMBERS ABSENT: Judge William Mazur, Vice-Chairman
Judge Cheryl Lee Shannon, Chairman
Judge Robert Burns
Judge Craig Smith

The Dallas County Juvenile Board met for special session on June 30, 2014, at the Lyle B. Medlock Youth Treatment Center, 1508 B E. Langdon Road, Dallas, Texas 75241. At precisely 12:20 p.m., Commissioner John Wiley Price announced, "a quorum is present" and states the first order of business will be a tour of the Lyle B. Medlock Treatment Center. At 12:25 p.m., Commissioner John Wiley Price requested approval of minutes from the last meeting, motioned by County Judge Clay Jenkins and seconded by Ms. Paula Miller. Minutes were approved as submitted. There were no public speakers, comments or sign-ups.

Discussion Item A: Director's Report.

Dr. Smith stated our facilities, institutions and district offices continue to do an excellent job.

Discussion Item B: JJAEP Update.

Dr. Smith stated that JJAEP continues to do excellent work with the youth.

Action Item C: Re-Certification of Lyle B. Medlock Youth Treatment Center.

Dr. Smith explained, we are asking the Lyle B. Medlock Youth Treatment Center be certified as suitable for the confinement of youth according with *Section 51-125 Texas Family Code*. Also, the facility is safe and secure for pre and post adjudication of STARS and EPIC program.

- A motion was made by Judge Lewis and seconded by Ms. Miller to approve the re-certification of the Lyle B. Medlock Youth Treatment Center. The motion was unanimously approved.

Action Item D: 2014 Annual Review of Lyle B. Medlock Residential Treatment Center Policies and Procedures.

Dr. Smith explained, we are asking for approval of policies and procedures as well as for the director or designee to be able to approve changes as needed.

- A motion was made by Ms. Miller and seconded by Judge Jenkins that the annual review of Lyle B. Medlock Treatment Center policies and procedures be approved as submitted. The motion was unanimously approved.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

214-698-2200 Office

214-698-5508 Fax

Action Item E: FY'2015 Juvenile Department Budget.

Commissioner Price informed Dr. Smith that *Action Item: E* was being pulled and he then states, "Chair withdraws." Dr. Smith announces, *Action Item: E* is The Juvenile Budget for which a Budget meeting with no action taken was held on Saturday, June 21, 2014 to discuss some of the items approved. We are asking the Juvenile Board to approve the Budget of \$47,199,438.00 for the total Fiscal Year 2015. Judge Jenkins asks, is there an increase from last year? Dr. Smith states a decrease of approximately \$780,864 from FY'2014 and that's including Letot.

Commissioner Price inquired if reorganization will be presented. He was assured it would be brought before the Juvenile Board. Commissioner Price also stated he would have the opportunity to address the Budget again at a later date. Assistant District Attorney, Mrs. Caruthers states for the record no quorum was present for the Budget meeting.

Action Item F: FY'2015 JJAEP Budget

Dr. Smith confirmed no increase or decrease for the JJAEP Budget. We are asking for the Juvenile Board to approve the Dallas County JJAEP 2015 Budget as presented.

- A motion was made by Ms. Miller seconded by Judge Jenkins to approve the Dallas County JJAEP 2015 Budget as submitted. The motion was unanimously approved.

Action Item G: Revised 2014-2015 School Calendar for the JJAEP

Dr. Smith informed the Board there is a slight difference in terms of the training days for the teacher meetings, but otherwise we still meet the 180 day criteria so we are asking the Juvenile Board to approve.

- A motion was made by Judge Lewis and seconded by Judge Plumlee to approve the Dallas County JJAEP 2014-2015 School Calendar. The motion was unanimously approved.

Action Item H: JJAEP MOU.

Dr. Smith, continued MOU criteria for meeting with Region 10 and our 14 ISDs that we continue to have referrals from with a daily rate of \$103.58 per/day and each district will pay and \$114 for discretionary referrals and \$86.00 for mandatory referrals, we are asking the Board to approve our MOU with our school districts to continue to accept kids. Dr. Smith confirmed the rates are consistent with department Budget.

- A motion was made by Judge Jenkins and seconded by Judge Lewis to approve the JJAEP MOU. The motion was unanimously approved.

Action Item I: Renewal App to Continue Participation in the USDA Lunch/Breakfast Program School Year 2014-2015.

Dr. Smith, we are asking the Board to continue the contract with USDA.

- A motion was made by Ms. Miller and seconded by Judge Lewis to approve the contract for the USDA School Lunch/Breakfast Program for school year 2014-2015. The motion was unanimously approved.

Action Item J: Research Study with John Hopkins Univ.: Collateral Consequences of Juvenile Sex Offender Registration Notification.

Dr. Smith informed the Board this item has gone to our research committee for approval and we are asking the Juvenile Board to approve the collaborative national study regarding the impact of Sex Offender Registration on youth. Commissioner Price asked Dr. Smith if all the usual protocols required by the department were met. Dr. Smith stated yes.

- A motion was made by Judge Jenkins and seconded by Ms. Miller to approve the research study. The motion was unanimously approved.

Action Item K: Release of RFP for Non-Residential Contract services for FY'2015- Pulled**Action Items L-R:**

Commissioner Price accepted a motion by Judge Jenkins for all MOUs action items L through R would be approved by the Board.

- A motion was made by Judge Jenkins and seconded by Ms. Miller to approve MOUs (L-R). The motion was unanimously approved.

Commissioner Price announced the Juvenile Board would recess.

- A motion was made by Ms. Miller seconded by Judge Plumlee to recess as the Dallas County Juvenile Board. This was agreed upon unanimously.
- A motion to convene as the Dallas County AAE (Academy for Academic Excellence) Charter School Board was motioned by Judge Lewis and seconded by Judge Plumlee. This was agreed upon unanimously.

Discussion Item T: Charter School Update

Dr. Smith states the Dallas County AAE School continues to work and provide programs and resources for our kids at the Juvenile Department.

Commissioner Price announced a motion to move Action Items: U-W

- A motion was made by Judge Jenkins and seconded by Ms. Miller. This was unanimously agreed upon.

Commissioner Price reiterates his concerns with this portion of the budget.

Commissioner Price announces motion to recess as Dallas County AAE Charter School Board and reconvene as Dallas County Juvenile Board.

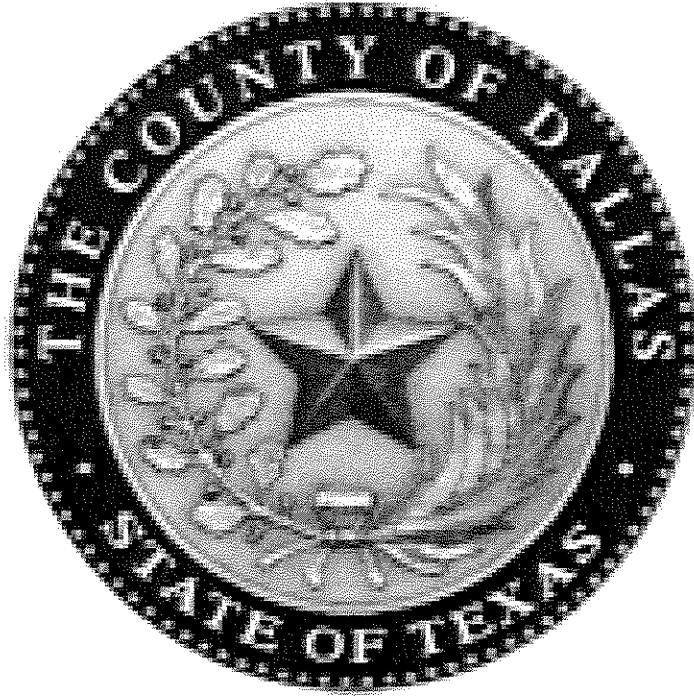
- A motion was made by Judge Plumlee and seconded by Ms. Miller to recess as Dallas County Charter School and reconvene as Dallas County Juvenile Board.

Commissioner Price now asks the Director is there any cause for Executive Session, Dr. Smith states, yes. Commissioner Price announced the Juvenile Board would recess into Executive Session to discuss those items. All audience members left the meeting at 12:40 p.m. to allow for the Executive Session.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

At 1:05 p.m. Commissioner Price called the Juvenile Board out of Executive Session. Commissioner Price states, having deliberated those items permitted by Section 551.071 of the Texas Government Code in Executive Session only with those matters pertaining to the Executive Session there were no actions taken. We are now back in regular session and there are no matters to go forward.

- At 1:05 p.m., a motion was made by Judge Plumlee and seconded by Judge Lewis to adjourn the Dallas County Juvenile Board meeting. The motion was unanimously approved.



AGENDA ITEM

A.

**DIRECTOR'S REPORT
JULY 2014**

The Department recognized outstanding divisional and departmental employees for the month of June 2014, for the following staff: **DCJD Employee of the Month:** Pete Chavez (Training Unit). **DCJD Unit of the Month –** Education in Detention;

PROBATION SERVICES

Pre-Adjudication Services:

Mr. Thomas King has been selected as the new Supervisor of the Court Liaison Unit, which he will begin on July 14, 2014. Mr. King has 19 years of experience with the Juvenile Department. Congratulations to Mr. King on his promotion. The Juvenile Department has developed and currently using a Community Initiative which services youth who come to the Department with no formal delinquency referral. This initiative seeks to provide youth and families with services within the community which will assist them with their identified needs and prevent formal involvement in the Juvenile Justice system.

FIELD SERVICES – CY 2014

	June	YTD
Probation Caseload	1450	1478 *
New Probationers	135	902
Review Hearings	167	1118
Delinquent Conduct	23	128
Technical Violations	18	220
Pre-Adjudicated	742	-
PAIS	155	-
Total Caseload	2347	-

*Average

Post-Adjudication Field Services:

Leslie Zeiss retired from the Dallas County Juvenile Department on June 12, 2014 after 35 years of service.

Community Service Restitution (CSR) Update:

Throughout the month of June 2014, three CSR events were held at the Feral Friends and Garland Pawsibilities program. A total of fifteen hours were completed by seven youth.

This year's Summer CSR Program for all of the nine satellite field units and Substance Abuse Unit began on Monday, June 9th. There are six community partners for the 2014 Summer Program this year: Bachman Lake, Hunger Busters, Brother Bill's Helping Hand, SPCA, World Vision and Groundwork Dallas. The Summer CSR program is scheduled for 10 weeks, and as in year's past, each unit will have one week of events (4 days). There will be 2 events each day Monday - Thursday and all events are scheduled to begin at 10:00 a.m. and be completed at 2:00 p.m. So far, one hundred eighty four youth from three different field units have completed a total of 730 CSR hours.

A grand total of 1,978 hours of Community Service Restitution was completed by 565 youth for the month of June 2014.

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred **146** youth for psychiatric services during the month of June. A total of **159** psychiatric consultations were performed with **109** of those being follow-up consultations. Of the **50** initial psychiatric consultations that were performed: **27** resulted in no medication being prescribed; **9** had already been prescribed psychotropic medications and continued those; **3** youth were already prescribed psychotropic medication and their medication was discontinued; and **11** were started on medication.

INSTITUTIONAL SERVICES DIVISION
DETENTION CENTER
MONTHLY REPORT JUNE 2014

Program News & Updates:

Its summer and we are excited about our summer programming! In addition to the life skill programs facilitated by our volunteer organizations, we also have GED, Credit Recovery and tutoring provided by our education department. Guess who is even more excited, the “residents”! Would you believe that 90% of the residents participating this summer are studying up to 3-hours per day to prep for the GED test and to earn credits toward their high school diploma? Some of them are doing “dual” classes! So many other residents are hearing about the programs and “asking” to go to school, too! When you make it attractive, they will come – there is nothing like “**tangible hope**”! Tangible hope is what we are offering this summer – the possibility of receiving a GED by the end of the year or return to the home school in the right grade with a plan to graduate. It has been a serious collaboration between the program team at JDC and education, which includes weekly visits from Dr. Pirtle and his administrative team, the teachers and the GED Coordinator at DRC. As well, the Probation Department is onboard to ensure all (or as many as possible) residents who are participating in GED are referred to DRC and or, the continuation of the program is a condition of their release. Team Work makes the Dream Work and the dream is an education for our youth!

We are so excited to welcome Generation Next (GenNext), men’s group from the Potter’s House! The GenNext team is using a curriculum incorporating life and social skills along with spiritual enrichment. A representative from Concord Church men’s group presented a curriculum-based program for our males changing their hearts and lifestyles; cannot wait to get them started! This time last year, we pledged to share our need for **male** mentors and groups who can reach our young men. We now have five (5) all male dedicated groups working with our boys. Our goal is to have at least five (5) more by the end of 2014. PUSH – Pray/push Until Something Happens!

START PROGRAM							
Activity	Jan	Feb	March	April	May	June	Total
Individual Counseling Sessions	183	186	155	182	155	202	1063
Family Counseling Sessions	0	0	0	0	0	0	0
Victim Impact Panel participation	14	8	7	12	13	17	71
Participation in Family Training Sessions	14	154	74	52	41	63	398
Family Training Sessions	1	7	6	8	6	8	36
Case Staffing’s	31	26	27	36	30	33	183
Aftercare Contacts	15	14	12	25	25	0	97
Probation Officer Participation in Case Staffing’s	87%	96%	93%	97%	87.5%	100%	

Volunteer Programs and Residents Activity:

Total Volunteer's/Hours for June 2014: Volunteers: 94 Intern: 0 Hours: 422.5

Dallas County Health and Human Services (HHS) tested/counseled 32 residents; 0 positive for Syphilis and 0 positive for HIV.

Volunteer Programs: Other Programs: Lend-an-Ear

Life/Social Skill Programs: COPES(Council on Prevention/Education: Substances – Alcohol/Drug Education; New Friends New Life – Mending the Soul;; Traffick911 – TRAPS (Traps of a Trafficker); Succeeding @ Work – Teens @ Work; and Family Place – Be Project

Spiritual Enrichment/Ministry Bible Study: Covenant Church, A-Team, Gospel Lighthouse, Children's Home Bible Club, Oak Cliff Bible Fellowship, New Birth Baptist Church, Praise Chapel, New Hope Prison Ministry, Living Hope Outreach, New Comfort COGIC and I Am Second

Life & Social Skills/Spiritual Enrichment Combo: The Potter's House – Boy's to Men with Character and GenNext Life Series; MTO Leadership Development (Ministry through Originality); ALERT Ministries – Girls Circle; ALERT Ministries – Life Changers; Christian Chapel Temple of Faith (CCTOF) – MOF (Mentoring Our Future)

June Special Programs/Events:

Movie Night: Movies and refreshments made possible by Robert Cahill, One Way Films

- Two Birds, One Stone (RDT Residents)
- Jackson Run (Honors Males)

Friday Night Socials – made possible by Covenant Church Juvenile Ministry.

- Residents attending Socials: Honors Girls, Honors Males and RDT Girls

	January	Feb	March	April	May	June	Total
Detention Center							
Admissions	277	263	265	292	299	216	1613
Releases	276	259	276	318	276	221	1628
ADP	171	174	173	159	159	162	171
ALOS (days)	19.8	17.6	21.6	18.0	16	20	19
Detention Hearings	635	612	644	571	553	495	3510
TYC/Placement Trips	10	6	10	18	15	4	63
Local trips	88	71	62	54	64	11	350
Youth transported	85	72	65	78	85	58	443
START Program							
Admissions	14	14	6	14	12	5	65
Releases	9	10	10	14	10	3	59
Successful	8	9	10	12	9	3	54
Unsuccessful	1	1	0	2	1	0	5

Administrative	0	0	0	0	0	0	0
ADP	30	35	28	33	49	32	38
ALOS	96.0	93.9	91.7	90.0	108.0	91.3	91.6

Detention:

- Medical Meeting w/medical on June 16, 2014
- Terri McClung has begun updating staff on Techshare training
- Had Budget meeting on June 21, 2014

MARZELLE C. HILL TRANSITION CENTER
MONTHLY REPORT JUNE 2014

	May	June	YTD
Admissions	35	47	268
ADP	39	42	42
ALOS	28.2	29.2	28
Releases	40	33	263
Total Youth Served	74	81	311

Program Updates: Several residents tested during the month for the state mandated STAAR testing. In house programming was conducted for the month. The 2nd annual Leadership Camp hosted by Rainbow Days, June 16-19th which included groups, gifts and pizza. Community partners Presbyterian Children's & Homes, Styles of Music, Dallas Challenge, Restoration Referrals, Urban League of Dallas, Parkland Hospital and Doors provided groups with the residents. Guest speakers included Dr. Campinha-Bacote from Family Functional Therapy and Janet Henson from Substance Abuse Unit.

Program and Residents Activities: Regularly scheduled monthly programming.

Incidents: There were 32 Incident Reports written at the Hill Center during the month of June.

Medical Services: There was one medical issues during the month of June.

Resident Injury: There was one reportable injury for the month of June.

Grievances from residents: There were four grievances filed during the month of June.

Volunteer Services: 14 groups including 40 individuals provided a total of 140 hours of service.

**MEDLOCK CENTER
MONTHLY REPORT JUNE 2014**

New Initiatives:

Essilor Vision Foundation provided free eye exams to more than one hundred (100) youth at the Medlock and Youth Village facilities. All of the youth received their vision screenings and glasses in the Multi-Purpose room at Medlock. There were approximately fifteen (15) volunteers who were treated to Subway sandwiches, chips, and drinks for their invaluable service. On June 30, 2014 Medlock Treatment Facility was re-certified by the Dallas County Juvenile Board as required by TJJJ.

Activities:

On June 5, 2014, Medlock employees (JSO, JPO, Therapist, Administrative, Culinary, and Education) and residents participated in their annual "Field's Day" activities. All residents were involved in inside and outside recreational activities. Everyone enjoyed that festivities and were served hot dogs and hamburgers that were cooked by the staff. These activities were accomplished without incident or accident. Residents also participated in programs provided by Full Gospel Holy Temple; Lake Pointe Baptist Church; Potter's House; Pleasant Valley Baptist Church; Life Quest Essentials, Chaplain Roy Teague and Adopt-A-Dorm.

Medical Services/Transports:

Five (5) residents were transported to Parkland Memorial Hospital for routine medical care. Sixteen (16) residents were transported to Jerome McNeil Detention for routine dental exams while one (1) was transported for a court hearing. One (1) resident was transported to his independent dentist appointment.

Volunteer /Intern Hours:

There were thirty five (35) group volunteers who were on campus for a total of one hundred forty eight (148) hours. The total volunteer hours for the month of June were one hundred forty eight (148) hours.

During the month of June, two incidents were reported to TJJJ.

MEDLOCK CENTER			
	May	June	YTD
Total			
Admissions	1	6	42
Released	3	4	45
Successful	3	4	42
Unsuccessful	0	0	3
Administrative	0	0	0
ALOS	196.0	200.8	183.3
ADP	41	40	43
Total Youth Served	44	47	88
MEDLOCK STARS			
	May	June	YTD
Admissions	2	0	10
Releases	3	2	13
Successful	3	2	11
Unsuccessful	0	0	2
Administrative	0	0	0
ALOS (days)	245.3	253.5	275.7
ADP	17	16	18
Total Youth Served	20	21	29

**YOUTH VILLAGE
MONTHLY REPORT June 2014**

On Campus:

Family Training; Family Place Non-Violence Program; PREP Program; North Texas Food Bank Food Handle Class; El Centro College Computer Class and Can We Talk Program. All residents enjoyed viewing the N. B. A. Finals on television. Dr. Parker began two (2) summer book clubs with a total of sixteen (16) residents in attendance. There are sixteen residents enrolled in summer school for the credit recovery program. Bill Glass Ministry is scheduled to conduct their annual Weekend of Champion Program on Saturday, July 26, 2014. Texas Juvenile Justice Department is scheduled to conduct their first monitoring visit to ensure compliance for TAC 355 (Non-Secure Juvenile Facilities) beginning on July 28, 2014. This monitoring visit will be to provide technical assistance regarding the standards compliance and to learn more about the actual facility.

Off Campus

Residents attended the Café Momentum pop-up dinner and fundraiser as well as the Restaurant Service Training for Cafe Momentum. Several residents participated in the Dallas Farmer's Market Ice Cream Social. All sorbet awards were received by the residents at Youth Village. The residents won first, second, and third place in the competition.

Volunteer /Intern Hours

Individual volunteers provided a total of 204.5 hours of service. There was no group volunteer hours this month.

Medical Services

There were 200 sick calls on campus. Thirteen residents were transported to the Detention Center for dental appointments. Thirty residents were treated on the med van and fourteen residents were escorted to their Psychiatrist appointments.

Religious Programs

Freedom Fighters Ministry, Full Gospel Holy Temple, Mt. Zion Baptist Church, Countryside Bible , One King Church of Worship, Victory Outreach, Dallas Church of Christ, Catholic Diocese of Dallas, Sowers Ministry Church, Church Without Limits Inc. Bible Study Bruce Boyea, Bible Study Ernie Black.

Staff Activities:

All staff attended a Substance Abuse training facilitated by Janet Henson, Manager of the Substance Abuse Unit. Identified staff attended the Handle with Care Instructor Training for re-certification.

	May	June	YTD
TOTALS			
Applied	25	17	114
Accepted	18	11	87
Admissions	5	10	58
ADP	60	53	57
Avg. Enrollment	60	53	57
Avg. LOS (months)	6.4	6.5	7
# served	102	112	112
Releases	11	12	48
Drops	2	1	8
Client Satisfaction	100%	100%	100%

**LETOT CENTER
MONTHLY REPORT JUNE 2014**

Letot Capital Board Initiatives:

Letot Foundation continues to conduct tours and raise funds for enrichment activities for the new Residential Treatment Center.

Community Initiatives:

Non-Residential Services received 79 paper referrals to be addressed through the Letot Crisis Intervention Program, Deferred Prosecution and ESTEEM Court.

The ESTEEM Court continues at Letot Center with Judge Shannon presiding. There are currently four youth and families attending ESTEEM Court in the month of June. Zero youth began services in the month of June. Zero youth successfully completed and seven youth were referred during the month of June. Aim, Functional Family Therapy and Clinical have been providing services.

LETOT CENTER			
Residential	May	June	YTD
Admissions	31	21	174
Releases	25	34	176
ADP	23	19	23
ALOS	22.7	25.7	24.7
Total Youth Served	54	50	192
Intake/Orientation			YTD
Admissions	88	73	490
Releases	91	72	489
ADP	1	1	1
ALOS	0.4	0.4	0.4
Total Youth Served	91	73	490

Program and Residents:

The Intake Unit conducted two Intake Orientations (Paper complaints) 6 youth were processed.

Why Try Topics: (1) Climbing Out– helps residents identify a problem area and the what support they have to change the problem; (2) Jumping Hurdles– realizing they will always have problems and develop a plan to overcome them; (3) Desire, Time & Effort – learning to focus on positive things that do not hurt themselves or others; (4) Lift the Weight – builds self-respect and opportunity by learning what is expected of them and the positive side to following the law and rules.

Medical Services:

Residential: Health Screens – 22, Call Backs – one, Doctor's visits – 11.
Recommendations are made for medical and/or clinical follow-up.

Volunteer Services:

Faith Based Volunteers: worship and religious study - five volunteers, 7.5 hours; Life Skills Volunteers: visiting and teaching – 16 volunteers, 17 hours; Special Events: 0 volunteers, 0 hours.

Clinical Services:

In the Residential Unit, Clinical Services held four Process groups with the boys (14 residents) and five Process groups with the girls (34 residents), processing issues pertaining to why they are here and what steps they can take to keep from going further into the system. Residential rounds consisted of clinical team making one to two rounds daily to speak with the youth and JSO's. The daily rounds allow the Clinical team to staff the resident's cases, provide consultation, and conduct crisis screens as needed (40 rounds). Held therapy sessions with 46 clients: 47 individual and 32 family sessions. Residential clinical staffing: 81 clients.

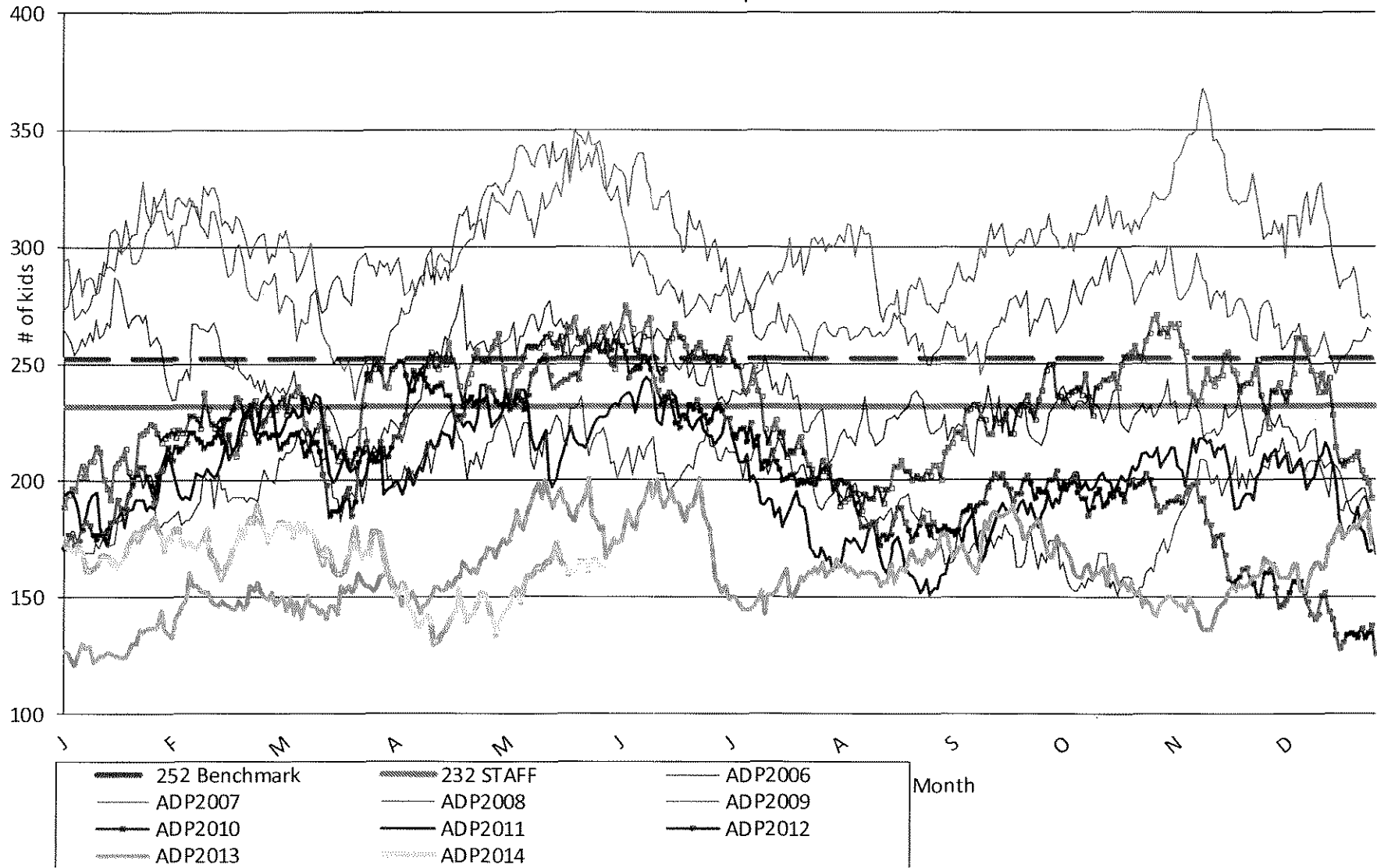
In the Non-Residential Unit, Clinical Services provided the following services:

Therapy sessions among 37 clients: 38 family session and 20 individual sessions.

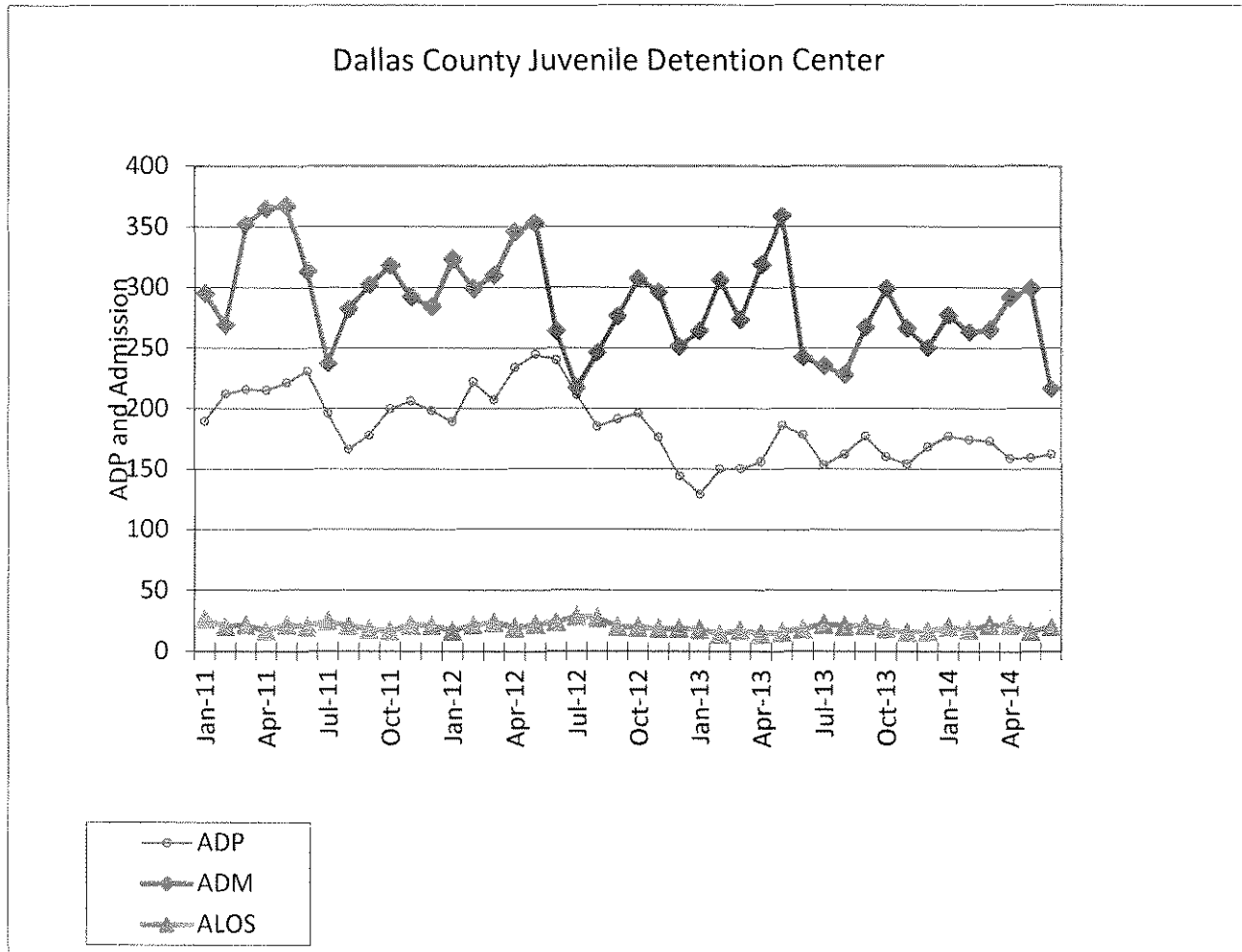
Non-Residential Staffing/Consultation determining timeframe and therapeutic needs: 50.

ATTACHMENT A

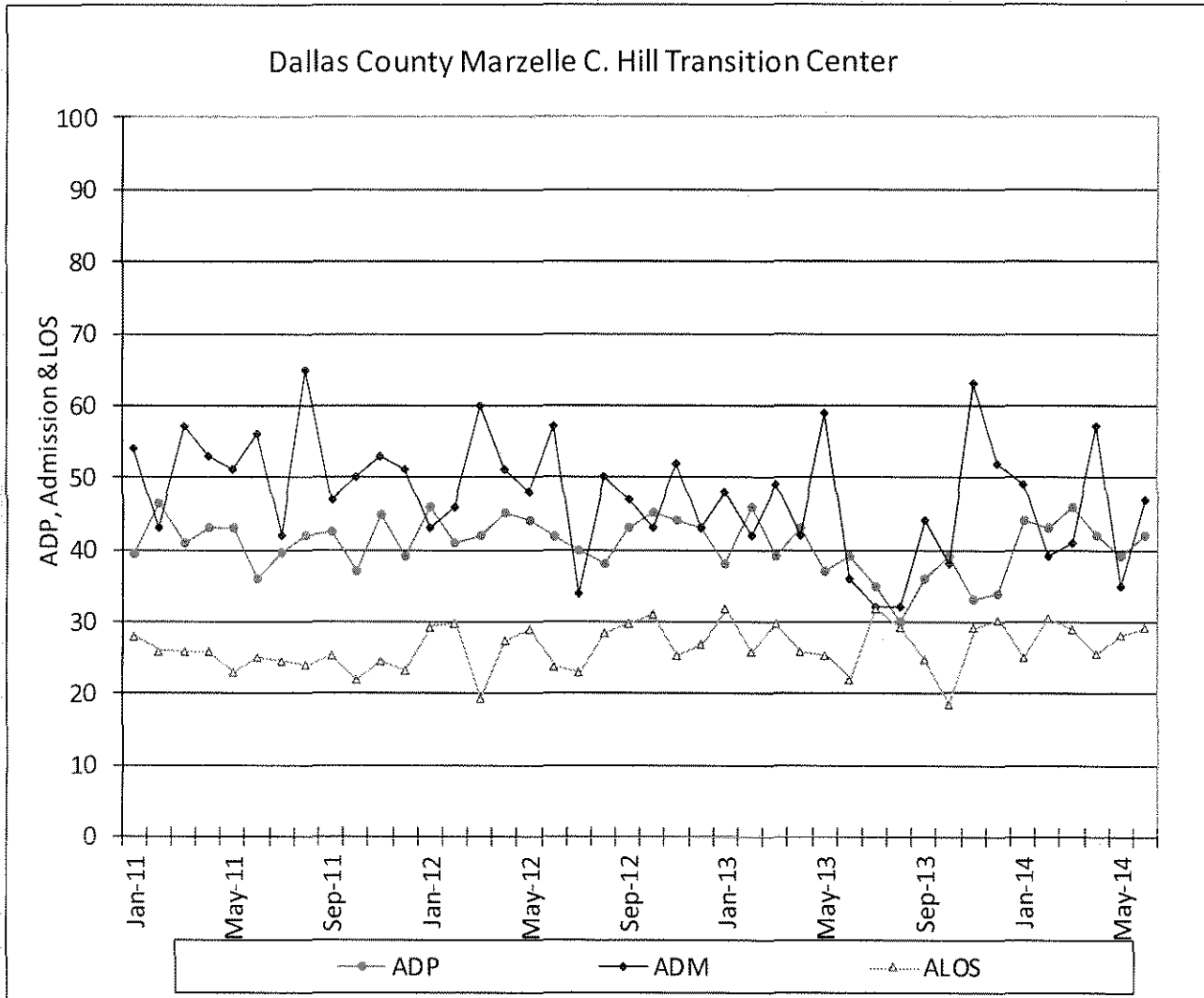
Average Daily Detention Population:
2006-2013 Comparison



ATTACHMENT B



Month	ADP				Admissions				Average Length of Stay			
	2011	2012	2013	2014	2011	2012	2013	2014	2011	2012	2013	2014
Jan	190	189	129	171	295	323	264	277	26.0	16.6	17.8	19.8
Feb	212	222	150	174	269	299	306	263	20.4	21.5	13.9	17.6
Mar	216	207	150	173	352	310	273	265	21.8	23.5	17.1	21.6
Apr	215	234	156	159	365	346	319	292	16.9	19.5	14.4	21.9
May	221	245	186	159	367	353	359	299	21.9	22.1	15.9	16.0
Jun	231	240	178	162	313	264	242	216	20.4	24.6	18.2	20.0
Jul	196	211	153		237	217	235		24.4	29.2	21.9	
Aug	166	185	162		282	246	228		20.5	27.2	20.5	
Sep	178	191	177		302	276	267		17.7	20.1	21.1	
Oct	200	196	160		318	307	299		16.5	19.7	18.6	
Nov	206	176	154		292	296	266		21.2	18.6	15.3	
Dec	198	144	168		284	251	250		21.0	18.6	16.4	
YTD AVG	212	212	160	166	310	294	279	269	20.7	22.4	17.9	19.5
Average	202	203	160	166	306	291	276	269	20.7	21.8	17.6	19.5



Month	2011	2012	2013	2014	2011	2012	2013	2014	2011	2012	2013	2014
Jan	39	46	38	44	54	43	48	49	27.9	29.3	31.8	24.9
Feb	46	41	46	43	43	46	42	39	25.9	29.8	25.8	30.4
Mar	41	42	39	46	57	60	49	41	25.7	19.3	29.7	28.9
Apr	43	45	43	42	53	51	42	57	25.7	27.0	25.8	25.6
May	43	44	37	39	51	48	59	35	22.8	28.8	25.3	28.2
Jun	36	42	39	42	56	57	36	47	25.0	24.0	22.4	29.2
Jul	40	40	35		42	34	32		24.4	22.9	31.9	
Aug	42	38	30		65	50	32		23.9	28.3	29.1	
Sep	43	43	36		47	47	44		25.3	29.8	24.7	
Oct	37	45	39		50	43	38		21.8	31.0	29.5	
Nov	45	44	33		53	52	63		24.5	25.3	29.1	
Dec	39	43	34		51	43	52		23.1	26.9	30.2	
YTD AVG	41	43	38	43	52	48	42	45	24.8	27.0	27.6	27.9
Average	41	43	37	43	52	48	45	45	24.7	26.9	27.9	27.9

Residential Placement Average Monthly Population						
MONTH	Medlock /STARS	Youth Village	Free Beds/ Private	START/ RDT	Contract Plmt	TOTAL
Jan-12	89	55	19	92	133	388
Feb-12	89	49	18	92	137	385
Mar-12	86	53	15	93	146	393
Apr-12	90	60	15	94	152	411
May-12	84	56	17	95	147	399
Jun-12	87	63	18	86	147	401
Jul-12	88	69	17	81	155	410
Aug-12	81	86	18	79	158	422
Sep-12	78	70	18	85	160	411
Oct-12	83	70	16	85	170	424
Nov-12	83	70	13	86	163	415
Dec-12	71	62	12	85	157	387
Jan-13	63	55	11	79	148	356
Feb-13	64	50	12	64	146	336
Mar-13	68	51	14	57	142	332
Apr-13	62	48	14	56	134	314
May-13	60	53	14	60	128	315
Jun-13	64	53	17	70	110	314
Jul-13	68	51	19	68	93	299
Aug-13	72	52	17	66	98	305
Sep-13	73	49	14	64	89	289
Oct-13	74	54	15	66	94	303
Nov-13	73	55	13	72	97	310
Dec-13	69	55	13	65	96	298
Jan-14	66	55	15	59	103	298
Feb-14	64	55	16	61	104	300
Mar-14	63	57	15	61	103	299
Apr-14	62	63	15	73	108	321
May-14	57	60	13	69	109	308
Jun-14	56	53	14	68	100	291
1999 AVG	92	88	18	41	168	427
2000 AVG	92	87	22	44	191	454
2001 AVG	95	86	18	48	183	444
2002 AVG	88	85	19	42	174	421
2003AVG	96	81	23	36	139	387
2004 AVG	96	80	20	36	133	381
2005 AVG	96	80	14	41	151	401
2006 AVG	96	79	17	37	192	429
2007 AVG	97	88	29	35	187	443
2008 AVG	100	87	19	32	169	412
2009 AVG	79	62	19	48	141	350
2010AVG	77	62	19	76	103	335
2011AVG	81	64	19	77	124	365
2012AVG	84	64	16	88	152	404
2013AVG	68	52	14	66	115	314
2014AVG	61	57	15	65	105	303

ATTACHMENT E

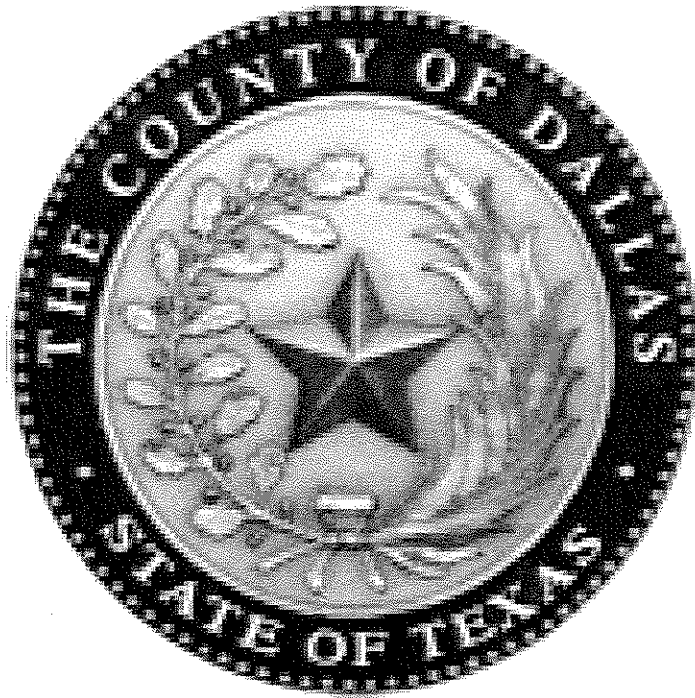
PSYCHIATRIC CONSULTS COMPLETED - 2014													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD
1. Total Consultations	168	131	135	185	180	159							958
A. Initial Consultations	45	35	50	50	40	50							270
B. Follow-Up Consultations	123	96	85	135	140	109							688
2. Total Number of Youth Receiving Consultations	127	118	123	163	151	146							828

INITIAL CONSULTATIONS - PSYCHIATRIC MEDICATION RESULTS - 2014													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
1. No Medication Prescribed	18	19	26	18	15	27							123
2. Medication Discontinued	3	0	0	2	2	3							10
3. Continued on Medication	12	10	3	14	17	9							65
4. Started on Medication	12	6	21	16	6	11							72

ATTACHMENT F

FIELD PROBATION OFFICER CASELOADS WITHOUT ANY NEW REFERRALS: CY 2014

May-14	Jun-14	Jul-14	Aug-14
Aguilar, Anthony	Canales, Miguel		
Andrews, Jamie	Aguilar, Anthony		
Armstead, Patrice	Andrews, Jamie		
Augustus, Darrell	Augustus, Darrell		
Barriga, James	Barnes, Brandon		
Blackshire, James	Barriga, James		
Brooks, Amanda	Blackshire, James		
Canales, Miguel	Brooks, Amanda		
Clements, Ricardo	Caballero, Lashawn		
Echols, Larry	Ciluffo, James		
Ellison, Adam	Clark, Nathaniel		
Ferguson, Jonathan	Downing, James		
Ford, Kirkland	Echols, Larry		
Garcia, Nancy	Ferguson, Jonathan		
Hawkins, Roderick	Garcia, Ariel		
Heard, Robert	Garcia, Nancy		
Hernandez, Miguel	Grant, Shalonda		
Hooks, Herb	Grigsby, Leroy		
Jackson, Bernadette	Hashaway, Gary		
Jackson, LaJauana	Hernandez, Miguel		
Jaramillo, Eric	Hernandez, Priscilla		
Johnson, Marilyn	Hooks, Herb		
Lewis, Andrea	Jackson, LaJauana		
Lewis, Darrion	Johnson, Marilyn		
Ligans, Robert	Lewis, Andrea		
Mercado, Anna	Lewis, Darrion		
Mitchell, Marvin	Ligans, Robert		
Mitchell, Patricia	Lopez, Ana		
Montes, Alessandra	Middleton, Billy		
Nelson, Rick	Mitchell, Marvin		
Ramos, Elizabeth	Montes, Alessandra		
Reid, David	Neal, Simon		
Reynolds, Gregory	Pellot, Arnaldo		
Robinson, Stanley	Redmond, Jarvis		
Rodriguez, Belinda	Reid, David		
Sarria, Marisol	Robinson, Michelle		
Segoviano, Christina	Ruiz, Ymelda		
Shearer, William	Segoviano, Christina		
Siguero, Miguel	Shearer, William		
Stevenson, Stephanie	Siguero, Miguel		
Villasenor, Galdino	Stevens, Giuliana		
Walczak, Andrew	Stevenson, Stephanie		
Wells, Courtney	Walczak, Andrew		
Zuzak, Erica	Wells, Courtney		
	Zuzak, Erica		



AGENDA ITEM

B.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Dallas County Juvenile Board
From: Terry S. Smith, Ph.D., Director
Subject: Student Code of Conduct for the Dallas County Juvenile Justice Alternative Education Program

Background of Issue:

The Dallas County Juvenile Board is required, under the Texas Administrative Code, Part 11, Chapter 348, (Juvenile Justice Alternative Education Program Operation Standards) Rule §348.104 to adopt and approve a student code of conduct for the JJAEP that meets the requirements set forth by the Texas Juvenile Justice Department (TJJD). Those requirements include: notice to students and parents, disciplinary procedures and sanctions, prohibited sanctions, dress code, and student grievance procedures. The student code of conduct for the Juvenile Justice Alternative Education Program (JJAEP) was previously approved by the Juvenile Board in July, 2011, and modified for the July 23, 2012 Board meeting to be consistent with the JJAEP policy and procedures. Currently, the need was identified to slightly modify the student code of conduct to be consistent with operational procedures. Further modifications entail updating JJAEP administrator and staff contact information. Thus, the purpose of this briefing is to request Juvenile Board approval of the current student code of conduct.

Impact On Operations and Maintenance:

The Dallas County Juvenile Justice Alternative Education Program staff developed the initial student code of conduct during the 2004-2005 academic year and it was approved by the Juvenile Board in August 2004. The initial student code of conduct was identified as having met Texas Juvenile Probation Commission standards now known as the Texas Juvenile Justice Department (TJJD). The student code of conduct is now updated for the 2014-2015 school year. Proposed changes to the JJAEP Student Code of Conduct are attached in a redline version.

§348.104. Student Code of Conduct

The JJAEP student code of conduct shall detail the sanctions and disciplinary procedures that may be applied to students for particular behaviors. Disciplinary procedures shall be carried out promptly and all students shall be afforded due process protections. The student code of conduct shall include, but not be limited to the following: (1) Prohibited behaviors and conduct; (2) Disciplinary consequences for prohibited behaviors and conduct; (3) Description of circumstances that will allow removal from the classroom; and (4) Circumstances under which a JJAEP student may be placed into another educational setting.

(d) Prohibited Sanctions:

The following sanctions shall be prohibited in the JJAEP and their prohibition shall be clearly noted in the student code of conduct: (1) Corporal punishment, physical abuse, humiliating punishment or hazing; (2) Deprivation of food and water; (3) One student sanctioning another; or (4) Expulsion from a JJAEP.

**To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.**

Strategic Plan Compliance:

This request conforms to the Dallas County Strategic Plan – Vision 3: Dallas County is safe, secure, and prepared, as evidenced by the implementation of best practices, as the student code of conduct adheres to Texas Administrative Code requirements set forth by the Texas Juvenile Justice Department (TJJD).

Legal Impact:

The Texas Juvenile Justice Department (TJJD) standards require that the Juvenile Board formally approve a student code of conduct for the JJAEP. The DCJJAEP Student Code of Conduct Handbook meets this requirement. The renewal contract was previously sent with corrections to the Assistant District Attorney's Office, Civil Section for approval; and, was approved to form by Ms. Denika Caruthers.

Fiscal Impact:

There is no direct fiscal impact related to the approval of the DCJJAEP Student Code of Conduct Handbook.

Recommendation:

It is recommended that the Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program Student Code of Conduct Handbook for the 2014-2015 school year.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2014-075

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon

Judge William Mazur

County Judge Clay Jenkins

Judge Craig Smith

Judge Gracie Lewis

Commissioner John Wiley Price

Judge Robert Burns

Ms. Paula Miller

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, the Dallas County Juvenile Board is required, under the Texas Administrative Code, Part 11, Chapter 348, (Juvenile Justice Alternative Education Program Operation Standards) Rule §348.104 to adopt and approve a student code of conduct for the JJAEP that meets the requirements set forth by the Texas Juvenile Justice Department (TJJD). Those requirements include: notice to students and parents, disciplinary procedures and sanctions, prohibited sanctions, dress code, and student grievance procedures. The student code of conduct for the Juvenile Justice Alternative Education Program (JJAEP) was previously approved by the Juvenile Board in July, 2011, and modified for the July 23, 2012 Board meeting to be consistent with the JJAEP policy and procedures. Currently, the need was identified to slightly modify the student code of conduct to be consistent with operational procedures. Further modifications entail updating JJAEP administrator and staff contact information. Thus, the purpose of this briefing is to request Juvenile Board approval of the current student code of conduct; and

WHEREAS, the Dallas County Juvenile Justice Alternative Education Program staff developed the initial student code of conduct during the 2004-2005 academic year and it was approved by the Juvenile Board in August 2004. The initial student code of conduct was identified as having met Texas Juvenile Probation Commission standards now known as the Texas Juvenile Justice Department (TJJD). The student code of conduct is now updated for the 2014-2015 school year. Proposed changes to the JJAEP Student Code of Conduct are attached in a redline version; and

WHEREAS, (c) Discipline and Sanctions: The JJAEP student code of conduct shall detail the sanctions and disciplinary procedures that may be applied to students for particular behaviors. Disciplinary procedures shall be carried out promptly and all students shall be afforded due process protections. The student code of conduct shall include, but not be limited to the following: (1) Prohibited behaviors and conduct; (2) Disciplinary consequences for prohibited behaviors and

conduct; (3) Description of circumstances that will allow removal from the classroom; and (4) Circumstances under which a JJAEP student may be placed into another educational setting.

(d) Prohibited Sanctions: The following sanctions shall be prohibited in the JJAEP and their prohibition shall be clearly noted in the student code of conduct: (1) Corporal punishment, physical abuse, humiliating punishment or hazing; (2) Deprivation of food and water; (3) One student sanctioning another; or (4) Expulsion from a JJAEP; and

WHEREAS, this request conforms to the Dallas County Strategic Plan – Vision 3: Dallas County is *safe, secure, and prepared*, as evidenced by the implementation of best practices, as the student code of conduct adheres to Texas Administrative Code requirements set forth by the Texas Juvenile Justice Department (TJJD).

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program Student Code of Conduct Handbook for the 2014-2015 school year.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

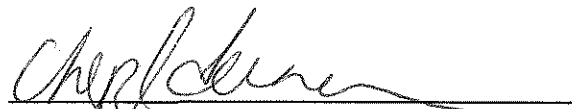
The forgoing Juvenile Board Order was lawfully moved by Ms. Paula Miller and seconded by Judge William Mazur, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:

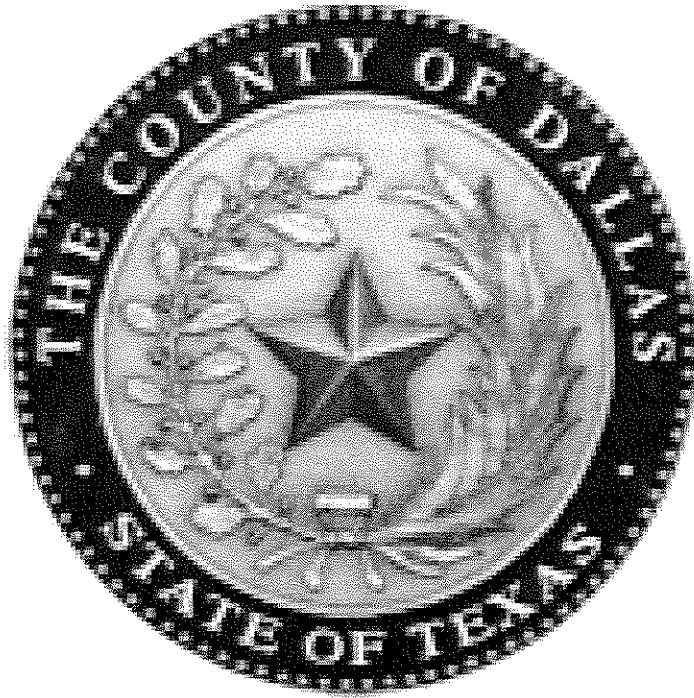


Dr. Terry S. Smith, Director
Dallas County Juvenile Department

Approved by:



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

C.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Annual Performance Review of Dallas County Juvenile Justice Alternative Education Program

Background of Issue:

Juvenile Justice Alternative Education Programs (JJAEPs) were established by the 74th Texas Legislature in 1995 and were required by counties with populations of 125,000 or more. Chapter 37 of the Texas Education Code designated that the county Juvenile Boards of each of these counties would develop a JJAEP and that the operation and funding of the JJAEP be outlined in a Memorandum of Understanding (MOU) between the county Juvenile Board and the Independent School Districts (ISDs) of the county. State-wide oversight of all JJAEPs was given to the Texas Juvenile Justice Department (TJJD), which developed standards of operation for all JJAEPs; per Title 37 of the Texas Administrative Code, Chapter 348. Juvenile Justice Alternative Education Programs, the Juvenile Board and the JJAEP Administrator shall participate in an annual performance review of the JJAEP between the conclusion of the school year and prior to the beginning of the next school year to determine effectiveness of the program. The purpose of this briefing is to provide information to facilitate the annual evaluation of the Dallas County Juvenile Justice Alternative Education Program.

History/Governance:

The Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) began operation in the fall semester of the 1995-1996 academic year. Initially, daily operation of the DCJJAEP was provided via a contract vendor, Southwest Key, Inc. Beginning with the 1996-1997 academic year and continuing through the 1999-2000 school term, Community Education Partners managed the daily operations of the DCJJAEP. For the 2000-2001 school year through 2003-2004, Keystone Education and Youth Services, Inc., (previously known as Children's Comprehensive Services, Inc. or CCS), operated the program. Finally, DCJD staff began direct operation of DCJJAEP with the onset of the 2004-2005 school year. The original MOU that was developed prior to the start of classes included a collaboration between the Dallas County Juvenile Board, the Region 10 Education Service Center who serves as the fiscal agent for DCJJAEP; Dallas County Schools, who provide transportation services to and from DCJJAEP; and the then fourteen ISDs within the geographic boundaries of Dallas County: Carrollton-Farmers Branch, Cedar Hill, Coppell, Dallas, Desoto, Duncanville, Garland, Grand Prairie, Highland Park, Irving, Lancaster, Mesquite, Richardson and Sunnyvale.

The DCJJAEP Governance Committee, with representation from each party to the MOU, meets monthly to review and discuss DCJJAEP operations. Ms. Mary Whitt of Garland ISD will remain the 2014-2015 chair of the committee. The MOU is reviewed and revised annually and must be adopted each year by the governing board of each participating agency. The MOU for the 2014-2015 school year was presented to the Dallas County Juvenile Board at the June 2014 Juvenile Board meeting.

Expulsions and Student Demographics:

The MOU established the DCJJAEP as the educational setting for students from the participating ISDs who have been expelled from school. Expelled students must be placed in a juvenile justice alternative education program if the district is located in a county that operates a JJAEP. Students are generally expelled under the provisions of TEC 37.007 (a), (b), (c), (d), or (f). These are considered mandatory expulsions, which are mostly felony-level offenses committed on school grounds. During the 80th Legislative Session, the Texas Education Code was amended thereby giving the Board of Trustees of a School District the option to expel a student and place the student in an alternative setting if the student is not under court supervision but has violated the district's student code of conduct, as well as giving the Board of Trustees of an ISD the option to expel a student charged with a Title 5 felony offense regardless of whether the incident occurred on or off school property if the student:

- has received deferred prosecution under Texas Family Code §53.03;
- has been found by a court or jury to have engaged in delinquent conduct under the Texas Family Code §53.03;
- is charged with engaging in conduct defined as a felony offense in Title 5 (Offenses Against the Person), Texas Penal Code;
- has been referred to a juvenile court for allegedly engaging in delinquent conduct under the Texas Family Code §54.03;
- has received probation or deferred adjudication for a Title 5 Felony; or
- has been arrested for or charged with a Title 5 Felony.

The 80th Legislature also established requirements related to the placement of youth who currently have the designation as a registered sex offender under Chapter 62, Texas Code of Criminal Procedure. The language separates the registered sex offenders into two categories: (1) those that are under any form of court supervision including probation, community supervision, or parole and (2) those that are not under any form of court supervision. The 80th Legislature specified that an Independent School District must remove any student registered as a sex offender with court supervision from regular classes, for a period of not less than one semester, and determine the appropriate alternative education program placement of the student as either a JJAEP or District Alternative Education Program (DAEP). The provisions related to youth who have been court-ordered to register as a sex offender apply only to offenses committed on or after September 1, 2007. To date, the DCJJAEP has observed a minimum number of referrals under this provision.

The Texas Education Code also establishes "discretionary" reasons for student expulsion, leaving the final determination to the local ISD based upon the individual School Board-adopted Student Code of Conduct. The current local MOU allows for discretionary expulsions to the JJAEP.

Performance Review:

The Juvenile Board and the JJAEP administrator shall participate in an annual performance review of the JJAEP to determine the effectiveness of the program. The review includes the following:

- Program entries - 107
- Program exits - 27
- Reason for entries – competed terms of expulsion; placement and GED
 - Weapon Firearms - 05
 - Weapons other than Firearms -14
 - Aggravated Assault - 04
 - Sexual Assault-02
 - Arson-04
 - Indecency with a Child-01

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

- Felony Drugs-23
- Serious/Persistent Misbehavior-18
- Misdemeanor Drugs-24
- Felony Criminal Mischief-04
- Assault against Employee-3
- False Alarm/Terroristic Threat-03
- Off Campus Felonies against Student or Other New Discretionary-0
- Placement - 02
- Reason for exits – completed terms of expulsions; placement; GED
 - Completed program - 6
 - Early withdrawal from program by district -4
 - No Show -0
 - Non- Attendance- 17
 - Home Schooled -0
- Attendance rates
 - Daily Average - 90 students
 - Daily Percentage - 78%
- Probation Students- 45.3%
- Assessment scores for Math and Reading –
 - Student Reading averages increased .4 grade levels
 - Student Math averages increased 1.2 grade levels
- Recidivism among students who exit the JJAEP – 06 students returned this school year
- Number of students with Special Education disabilities – 18 students (11 of which are scheduled to return for 2014-2015)
- Mandatory 87
- Discretionary 18
- Placement 2

The data above provides information related to the overall performance of the DCJJAEP. The JJAEP adheres to the standards of the Texas Juvenile Justice Department. For the 2013-2014 school year; JJAEP designated 5 teachers, 4 JSO, 3 caseworkers, 1 behavior specialists, 1 assistant campus administrator, 1 teacher assistant, 1 attendance clerk. Nursing services will continue to be provided by Dallas County Hospital District -Parkland Health & Hospital System.

Special education support is provided via a contract with Diagnostic Assessment Services. Collaborations are planned with various community providers to continue to offer services to the youth enrolled in the DCJJAEP. Dallas County Juvenile Psychological Services does provide emergency crisis support, if needed. Child and Family Guidance have successfully provided additional support to parents and students and will continue for the 2014-2015 school year.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is safe, secure, and prepared, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

Financial Impact/Considerations:

The Texas Juvenile Justice Department currently pays the Dallas County Juvenile Department \$79 per day of attendance for each mandatory expelled student. Effective September 1, 2013, the new rate will be \$86 per day of attendance for each mandatory expelled student. For each discretionary expelled student, the referring

school district currently pays \$114 per attendance day. DCJJAEP receives \$104 of the discretionary per student amount and Region 10, as the fiscal agent, receives \$10 per student for all discretionary referrals. The MOU for 2013-2014 reflects a potential reduction in days assigned for discretionary placements. The new MOU states the following, "For discretionary placements, a term of 90 at 50 days for possible exit at 60 days, contingent upon the student's academic progress, attendance and adherence to the rules, policies and procedures of the DCJJAEP" and "mandatory placements, a term of maximum 180 days."

With the onset of the 2008-2009 academic year, the DCJJAEP no longer utilized a contract provider for food services. Instead, an Inter-local Agreement was reached with Dallas Independent School District for food services with them billing the National School/Breakfast Lunch program for meals. With this arrangement, the DCJJAEP no longer pays for food services.

Dallas County Schools provides door-to-door transportation of students at DCJJAEP. These costs are covered partially by TEA transportation funds and by Dallas County School's tax revenues. Each school district is responsible for any additional transportation costs.

Legal Impact:

The Texas Juvenile Justice Department standards require Juvenile Board approval of the 2014-2015 School Calendar and the 2013-2014 Annual Performance Review. The 2014-2015 School Calendar was approved at the June 2014 Juvenile Board meeting and the MOU with Region X was also approved in the June 2014 Juvenile Board meeting.

Recommendation:

It is recommended that the Dallas County Juvenile Board certify completion of the required annual performance review of the DCJJAEP overall operations.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2014-076

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon	Judge William Mazur	County Judge Clay Jenkins
Judge Robert Burns	Judge Gracie Lewis	Commissioner John Wiley Price
Ms. Paula Miller	Judge Craig Smith	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, Juvenile Justice Alternative Education Programs (JJAEPs) were established by the 74th Texas Legislature in 1995 and were required by counties with populations of 125,000 or more. Chapter 37 of the Texas Education Code designated that the county Juvenile Boards of each of these counties would develop a JJAEP and that the operation and funding of the JJAEP be outlined in a Memorandum of Understanding (MOU) between the county Juvenile Board and the Independent School Districts (ISDs) of the county. State-wide oversight of all JJAEPs was given to the Texas Juvenile Justice Department (TJJD), which developed standards of operation for all JJAEPs; per Title 37 of the Texas Administrative Code, Chapter 348. Juvenile Justice Alternative Education Programs, the Juvenile Board and the JJAEP Administrator shall participate in an annual performance review of the JJAEP between the conclusion of the school year and prior to the beginning of the next school year to determine effectiveness of the program. The purpose of this briefing is to provide information to facilitate the annual evaluation of the Dallas County Juvenile Justice Alternative Education Program; and

WHEREAS, the DCJJAEP Governance Committee, with representation from each party to the MOU, meets monthly to review and discuss DCJJAEP operations. Ms. Mary Whitt of Garland ISD will remain the 2014-2015 chair of the committee. The MOU is reviewed and revised annually and must be adopted each year by the governing board of each participating agency. The MOU for the 2014-2015 school year was presented to the Dallas County Juvenile Board at the June 2014 Juvenile Board meeting; and

WHEREAS, the MOU established the DCJJAEP as the educational setting for students from the participating ISDs who have been expelled from school. Expelled students must be placed in a juvenile justice alternative education program if the district is located in a county that operates a JJAEP. Students are generally expelled under the provisions of TEC 37.007 (a), (b), (c), (d), or (f). These are considered mandatory expulsions, which are mostly felony-level offenses committed on school grounds. During the 80th Legislative Session, the Texas Education Code was amended thereby giving the Board of Trustees of a School District the

option to expel a student and place the student in an alternative setting if the student is not under court supervision but has violated the district's student code of conduct, as well as giving the Board of Trustees of an ISD the option to expel a student charged with a Title 5 felony offense regardless of whether the incident occurred on or off school property if the student:

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- is charged with engaging in conduct defined as a felony offense in Title 5 (Offenses Against the Person), Texas Penal Code;
- has been referred to a juvenile court for allegedly engaging in delinquent conduct under the Texas Family Code §54.03;
- has received probation or deferred adjudication for a Title 5 Felony; or
- has been arrested for or charged with a Title 5 Felony; and

WHEREAS, the 80th Legislature also established requirements related to the placement of youth who currently have the designation as a registered sex offender under Chapter 62, Texas Code of Criminal Procedure. The language separates the registered sex offenders into two categories: (1) those that are under any form of court supervision including probation, community supervision, or parole and (2) those that are not under any form of court supervision. The 80th Legislature specified that an Independent School District must remove any student registered as a sex offender with court supervision from regular classes, for a period of not less than one semester, and determine the appropriate alternative education program placement of the student as either a JJAEP or District Alternative Education Program (DAEP). The provisions related to youth who have been court-ordered to register as a sex offender apply only to offenses committed on or after September 1, 2007. To date, the DCJJAEP has observed a minimum number of referrals under this provision. The Texas Education Code also establishes "discretionary" reasons for student expulsion, leaving the final determination to the local ISD based upon the individual School Board-adopted Student Code of Conduct. The current local MOU allows for discretionary expulsions to the JJAEP; and

WHEREAS, the Juvenile Board and the JJAEP administrator shall participate in an annual performance review of the JJAEP to determine the effectiveness of the program. The review includes the following:

- Program entries – 107
- Program exits – 27
- Reason for entries
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 - Aggravated Assault – 04
 - Sexual Assault-02
 - Arson-04
 - Indecency with a Child-1
 - Felony Drugs-23
 - Serious/Persistent Misbehavior-18
 - Misdemeanor Drugs-24
 - Felony Criminal Mischief-4
 - Assault against Employee-03

- False Alarm/Terroristic Threat-03
- Off Campus Felonies against Student or Other New Discretionary-0
- Placement – 02
- Reason for exits – completed terms of expulsions; placement; GED
 - Completed programs- 6
 - Early withdrawal from program by district -04
 - No Show -0
 - Non- Attendance- 17
 - Home Schooled-0
- Attendance rates
 - Daily Average - 90 students
 - Daily Percentage - 78%
 - Probation Students- 45.3%
- Assessment scores for Math and Reading
 - Student Reading averages increased .4 grade levels
 - Student Math averages increased 1.2 grade levels
- Recidivism among students who exit the JJAEP – 06 students returned this school year
- Number of students with Special Education disabilities – 18 students (11 of which are scheduled to return for 2014-2015)
- Mandatory 87
- Discretionary 18
- Placement 2

The data above provides information related to the overall performance of the DCJJAEP. The JJAEP adheres to the standards of the Texas Juvenile Justice Department. For the 2013-2014 school year, JJAEP designated 5 teachers, 4 JSO, 3 caseworkers, 1 behavior specialists, 1 assistant campus administrator, 1 teacher assistant, 1 attendance clerk. Nursing services will continue to be provided by Dallas County Hospital District -Parkland Health & Hospital System.

Special education support is provided via a contract with Diagnostic Assessment Services. Collaborations are planned with various community providers to continue to offer services to the youth enrolled in the DCJJAEP. Dallas County Juvenile Psychological Services does provide emergency crisis support, if needed. Child and Family Guidance have successfully provided additional support to parents and students; and

WHEREAS, this request complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared* by expanding disposition alternatives with regard to treatment for youth and families involved in the Juvenile Justice System; and

WHEREAS, the Texas Juvenile Justice Department standards require Juvenile Board approval of the 2014-2015 School Calendar and the 2013-2014 Annual Performance Review. The 2014-2015 School Calendar was approved at the June 2014 Juvenile Board meeting and the MOU with Region X was also approved in the June 2014 Juvenile Board meeting; and

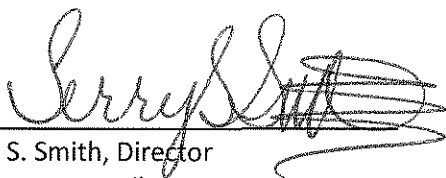
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board certify completion of the required annual performance review of the DCJJAEP overall operations.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

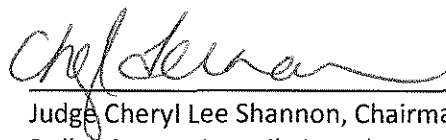
The forgoing Juvenile Board Order was lawfully moved by County Judge Clay Jenkins and seconded by Judge Gracie Lewis, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:

Approved by:



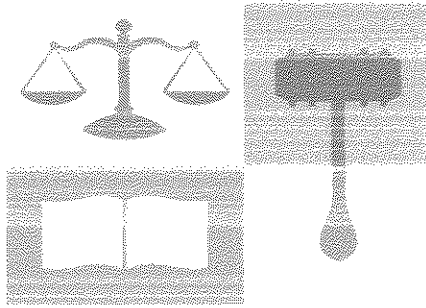
Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



**DALLAS COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**



**STUDENT CODE OF CONDUCT
HANDBOOK**

Sheterric Malone, Administrator

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MISSION STATEMENTS

VISION STATEMENT

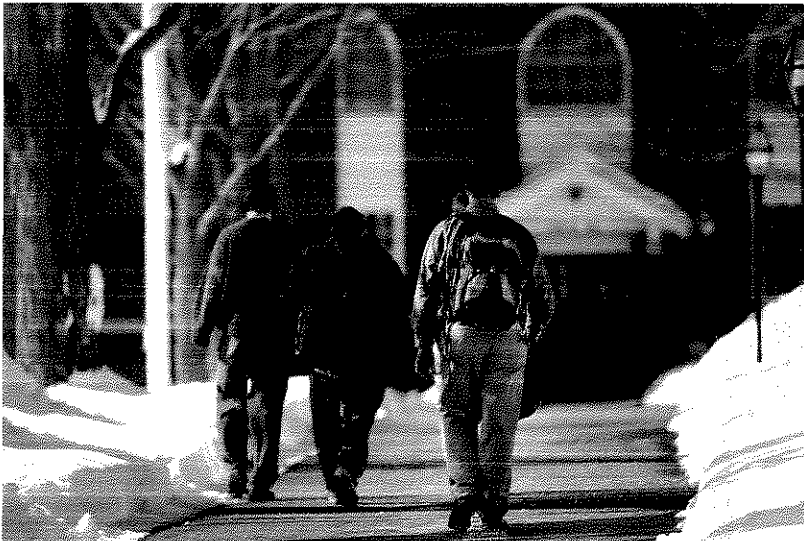
THE DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM SEEKS TO BECOME THE MOST EFFECTIVE AND EFFICIENT ALTERNATIVE EDUCATION PROGRAM IN THE STATE OF TEXAS AND ULTIMATELY THE MODEL ALTERNATIVE EDUCATION PROGRAM FOR THE COUNTY.

Dallas County Juvenile Department

“TO ASSIST REFERRED YOUTH IN BECOMING PRODUCTIVE, LAW ABIDING CITIZENS, WHILE PROMOTING PUBLIC SAFETY AND VICTIM RESTORATION.”

Dallas County Juvenile Justice Alternative Education Program

“ENABLE STUDENTS TO PERFORM AT GRADE LEVEL BY PROVIDING APPROPRIATE CURRICULUM AND BEHAVIORAL INSTRUCTION WHICH WILL INCREASE ACADEMIC PERFORMANCE AND PROMOTE THEIR SUCCESS.”



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Welcome!

From the Dallas County Juvenile Justice Alternative Education Program ("DCJJAEP")
Campus Administrator and Staff:

Dear Parents/Guardians & Students,

We are pleased at the opportunity to serve you and your child at the DCJJAEP Program. This unique program was designed to help students who have experienced some difficulties in their home school. Our goal is to help students improve on their behavior and in their academics.

By the time students are ready to exit the program and return to their home school, they will have learned:

- Valuable social and life skills
- Ways to improve personal behavior
- Study habits for academic success
- How to think positively and be more responsible, even in difficult times and situations

The DCJJAEP has three parts. First, we look at a student's academic skills. Students may be behind in some schoolwork, so we will work on helping them build their basic skills. Building basic skills gives students a stronger foundation for learning. Many students are on track academically, so we will help them focus on earning credits toward high school graduation, or passing courses for grade promotion.

The second part of the program deals with a student's social, emotional and behavioral abilities. Our program centers on a structured, positive setting. Students who have had a difficult time complying with their home school behavior rules and Student Code of Conduct will be given every opportunity to improve on their behavior by attending Social and Behavior Life Skills Development classes.

The third and final component is our customer service commitment to our parents, visitors, and to our school representatives. We value each of you and will strive to provide the highest quality customer service. Providing customer service helps promote our goal of returning successful students back to their home schools. By communicating with parents on a regular basis, we can help their child learn to deal with difficulties in a variety of positive ways.

The next several pages will be important for each student and parent to know and understand. We ask that parents spend time reading over the Student Code of Conduct with their child. The more informed parents are about our school, the more we will be able to help them and provide the highest quality customer service they deserve.

Patricia Rochon, Administrator

DALLAS COUNTY JUVENILE DEPARTMENT
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

STUDENT CODE OF CONDUCT

Purpose of the Student Code of Conduct

The Student Code of Conduct that follows is the Dallas County Juvenile Justice Alternative Education Program (“DCJJAEP”) response to the requirements of Chapter 37 of the Texas Education Code and Texas Juvenile Justice—Department standards – 348.100 for juveniles expelled from their home schools. The Dallas County Juvenile Justice Alternative Education Program, with the approval of the Juvenile Board of Dallas County, has adopted this Student Code of Conduct. It provides information to parents and students on the DCJJAEP behavior management system in regards to expectations for behavior, attendance and academics as well as procedures for administering discipline.

In accordance with state law, the Student Code of Conduct shall be provided to, and reviewed by, each student and the student’s parent, guardian or custodian upon admittance into the DCJJAEP and shall be translated if necessary to ensure understanding of the content by all parties. Additionally, the DCJJAEP staff shall be provided a copy of the Student Code of Conduct. A signed acknowledgement of receipt of the Student Code of Conduct shall be maintained in each student’s file. The Student Code of Conduct will be available in the office of the DCJJAEP Administrator. Parents will be notified of any serious violations of the Student Code of Conduct that may result in a student being removed from the program.

GENERAL SCHOOL INFORMATION

The DCJJAEP serves students who have been expelled from their home school campus or who have been placed in the program by a juvenile court judge. The length of enrollment depends upon the sending school district & the type of referral.

DCJJAEP is located at:
1673 Terre Colony Court
Dallas, Texas 75212
Phone: 214-637-6136
Fax: 214-637-6130

Grades 4-12 attend the DCJJAEP. Texas Juvenile ~~Justice Department~~Division standards require that at least the 4 courses of English / Language Arts, Math, Social Studies and Science are taught in all grades. Teaching the basic 4 core courses provide students the opportunity to strengthen their educational foundation while in the program. Students can earn credits toward high school graduation or pass courses for grade promotion. Physical Education and Social Life Skills courses are taught as non-credited courses. Social Life Skills course teaches students valuable lessons on behavior modification, dealing with life experiences, employment related topics, money matters, health/hygiene, drugs/alcohol, dating and relationships.

The DCJJAEP also offers GED prep courses for students who need an alternative outside of regular course work. While in the program, each student is assigned a Case Worker who will assist him/her in counseling, educational goals etc. In addition to the basic curriculum, students have an opportunity to participate in supervised academic outings, special program functions that celebrate the cultural diversity of students and staff, become a peer tutor or an office aid to administrative staff.

The hours of operation for the DCJJAEP are: 8:30 A.M. to 4:30 P.M. – Monday though Friday.

CONTACT LIST

Administration /Support Staff

<u>Office #</u>	Name / Position	Main Phone #: 214-637-6136 plus ext.
208	DCJJAEP Administrator : Sheterric Malone	5508
204	Quality Assurance/Program Manager Vernetta Kinnard	5504
131	Counselor Registrar : Angie Crear Angie Crear	5505
214	Case Manager/PO: Derrick Daniels	5514
216	Case Manager : Kim Foster Kim Foster	5516
217	Case Manager/PO: Joe Arrington	5539
131	Data Entry: (Billing / Attendance) Jennifer Paige Jennifer Paige	5502
<u>203</u>	Education Services Administrator	<u>5503</u>
206	Deputy Director of Education Services Dr. Danny Pirtle	5506
Lobby	Clerk I / Front Desk : Rebecca Perez	<u>5501</u>
215	Behavior Specialist : Vacant	<u>5522</u>
<u>218</u>	Behavior Specialist :	<u>5518</u>

ATTENDANCE

Attendance Requirements

Texas Education Code § 25.085(a) and the Texas Juvenile Justice Department ~~Division~~ Standards – 348.7 (g) (1) (c), requires that a child attend school each day for the entire period that a school's program of instruction is provided. Attendance is compulsory for a child at least six years of age, or who is younger than six and has been previously enrolled in first grade, and who has not yet reached age 18. The Education and Family Codes contain "truancy" laws to enforce this compulsory attendance requirement.

Regular school attendance is essential for the student to make the most of his/her education. Students are required to attend school on a daily basis. It is the responsibility of the parent/guardian to assist the student in arriving to school on time each day, arranging for timely pick-up each day, and communicating with the DCJJAEP regarding absences and tardies. Attendance will be taken each day and reported to the appropriate school districts and probation offices (if applicable). **Students in attendance less than four (4) academic hours will be counted absent.**

School begins at 9:30 a.m. and ends at 3:30 p.m. Early drop off for students begins at 7:45 a.m. and parent pick-up begins at 3:30 p.m. (students will not be released before 3:30 p.m. without an acceptable excuse). Bus routes will be called at 3:45 p.m. (Students who ride DART transportation will be dismissed at 4:10 p.m.)

Students may be excused for temporary absence for the following reasons:

- Documented health appointment;
- Documented court proceeding;
- Death in immediate family
- Established religious holy days; or
- Any other reasons determined acceptable by the JJAEP Administrator.

Absence notes must be submitted to the attendance office no later than three (3) days after a student returns from an absence. Failure to submit an absence note within three (3) days will result in the absence(s) being reported as unexcused.

Attendance is reported to all students' home school districts. DCJJAEP will send notices of truancy to the student's home school district after the student is absent from school two (2) consecutive days. Parents/guardians will be contacted each time their child is absent from school. For students on probation: probation officers will receive a monthly attendance report.

Truant students will be referred to the home school district for legal action through the appropriate court system. Parent can be fined for their child's truancy and

referred to court. Students run the risk of failing and being held back for excessive absenteeism and/or truancy. Continued absenteeism may result in an extension of scheduled time at the DCJJAEP. According to Texas Education Code Section 25.092, "a student may not be given credit for a class unless the student is in attendance for at least 90% of the days the class is offered." We encourage parents to monitor their child's school attendance and to call the school's attendance office if they have any questions about their child's attendance.

Automobiles

Students entering the DCJJAEP are not allowed to drive to school. Parents that will dropping off and picking up their child must have that information on the transportation list. Any additional adults that the parents would like to list over the age of 18, must be listed on the sheet specified and on file. Students will only be released to a parent/guardian or other authorized person who will be required to sign for the student upon pick-up. Students are not allowed to leave the campus at any time without first obtaining permission of a DCJJAEP staff.

Medications

Students who require the administration of medications (prescription) are subject to the following guidelines:

- All medications must be delivered to the DCJJAEP by the parent/guardian;
- A "Request to Dispense Medication" form signed by the parent/guardian must be on file prior to medication being administered;
- All medication must be in its original container and properly labeled;
- All unused medication must be returned to the parent/guardian by a DCJJAEP staff only; and
- No student shall be in possession of medication (prescription or over-the-counter), belonging to the student or someone else, at any time.

Searches

All students entering the DCJJAEP shall be searched. This will include a pat-down and a metal detector screening before entering the classroom each day. Any contraband or prohibited items will be confiscated at this time. Students are subject to be searched under the following conditions:

- Upon arrival and prior to entering the classroom each day;
- Upon exiting and re-entering the facility for any reason; and
- Any time there is reasonable suspicion that contraband is being concealed.

The DCJJAEP may utilize specially trained dogs to sniff out and alert officials to the current presence of concealed prohibited items (drugs, alcohol and weapons). The visits will be unannounced and will include a search of vacant classrooms and vacant common areas. If a dog alerts to a specific location, the area is subject to search by DCJJAEP staff and/or law enforcement. If a student is found to be in possession of any type of illegal substance or weapon, a referral to law enforcement will be made.

School Property

Students are expected to help maintain the building, facilities, and all school/county property. School supplies should not be damaged, used for personal intent or be taken from the classroom without permission. Students are to refrain from damaging, destruction or misuse of any school/county property, including such items as desks, computers, books, etc. Any damage to or misuse (including personal use) of school/county property by a student will result in disciplinary action as set forth in the student code of conduct.

Computer Resource/Usage

DCJJAEP has invested in computer technology to broaden instruction and to prepare students for an increasingly computerized society. Computers are provided for the students to use for educational purposes only. Use of these resources is restricted to students working under a teacher's supervision. Misuse/Unauthorized and destructive behavior will result in disciplinary action and termination of privileges. Misuse/Unauthorized use of the computers includes, but is not limited to:

- Accessing, or attempting to access, the Internet;
- Communicating electronically through e-mail, chat rooms, instant messaging, or any other forms of direct electronic communications;
- Downloading or installing any type of information (including pictures, music, games, videos, etc.);
- Altering or changing any program settings or computer features;
- Writing, typing or drawing anything that may be considered abusive, obscene, sexually oriented, gang related, harassing, threatening or illegal;
- Causing physical damage to the computer, monitor, mouse, headphones, etc.;
- Tampering with another student's computer or assignments; and/or
- Attempting to or successfully accessing or circumventing log-on or password information of another student or staff.

Computer usage is monitored, any misuse/unauthorized use will result in disciplinary action.

Inclement Weather/School Closing Information

The DCJJAEP will follow the Dallas County office closings and delays in the case of inclement weather conditions or other emergency reasons. If during school hours, the DCJJAEP staff will notify parents/guardians if an early release is deemed necessary. If after school hours, students and parents/guardians should check any one of the following medial sources to determine if Dallas County offices will be closed or starting late:

- Radio: KRLD 1080 AM, WBAP 820 AM, KVIL 103.7/107.5 FM
- TV: KDFW Channel 4, WFAA Channel 8, KXAS Channel 5

Students who have been referred to the DCJJAEP program are subject to compulsory school attendance as required by the laws of the State of Texas and must attend school every day. If a student is not in attendance at least 90% of the time a class is offered, the student will not receive credit for that class. Absence notes must be

submitted to the attendance office no later than three days after a student returns from an absence. Failure to submit an absence note within three days will result in the absence(s) being reported as unexcused absence.

Program Hours:

- Class begins each day at 9:45 a.m. and ends at 4:00 p.m.
- Early drop-off for students is at 7:45 a.m.
- Parent pick-up begins at 3:30 pm (students will not be released before 3:30 p.m.)
- Parent/guardian must pick up their child before 4:45 p.m.
- Bus routes for students will be called at 3:45 p.m. (Students who ride Dart transportation will be dismissed after all school bus routes have been called);

Absences/Tardies:

- All students are expected to attend school daily and be on time.
- If a student is absent from school, they must bring an absence excuse note from a parent, or guardian within three days.
- If a student arrives to school after 11:00 a.m. without proper documentation, their attendance may not count for that day.
- Excessive tardies can equate to unexcused absences.

Excused Absences:

- Personal illness with note from a doctor. Notes written by parent/guardian will be considered on a case-by-case basis.
- Appearance in court or visit with probation officer.
- Death in immediate family (mother, father, sister, brother, grandparents); verification must be submitted (i.e. funeral program);
- Religious holidays;
- Clinics, medical or dental appointments (please attempt to schedule after school hours);

Unexcused Absences/Truancy:

- Attendance is reported to all students' home school district. The DCJJAEP will send notices of truancy to student's home school district after students are absent from school two consecutive days.
- Parents will be contacted when their child is absent from school for two consecutive days.
- For students on probation; Probation Officers will receive monthly attendance reports.

Consequences for truancy:

- Truant students will be referred to the home school district for legal action through the appropriate court system.
- Parents can be fined for their child's truancy and referred to court.
- Students run the risk of failing a course, losing credits and being held back for excessive absenteeism, tardies and/or truancy.
- Continued absenteeism may result in an extension of scheduled time at the DCJJAEP.

It is important that students attend school every day in order to receive credit for their time in the program. Chronic absenteeism puts a student at risk of not exiting the program on time and further delays their progress toward high school graduation. We encourage parents to monitor their child's school attendance and to call the school's attendance office if they have any questions about their child's attendance.

DISCIPLINE AND SANCTIONS

There are times when young people fail to observe rules for appropriate school conduct. Actions may be taken as a result of any behavior which is disruptive of good order or which violates the rights of others. In order to provide an optimal learning environment, each teacher will serve as the first line of action in providing interventions for disciplinary problems within the school setting. Adherence to the guidelines listed below will help students complete their time successfully. There are major and minor infractions of the Student Code of Conduct.

Definitions:

- **Major Infraction** – Infraction that violates the Student Code of Conduct, city ordinance, state, or federal law.
- **Minor Infraction** – Infraction of repeated misbehavior after warnings and documented interventions.
- **Bullying** – Engaging in written expression, verbal expression or physical contact that will have the effect of physically harming a student, staff member or visitor, damaging their property or placing them in reasonable fear of harm to their person or damage to their property; or is sufficiently severe, persistent or pervasive enough that the action or threat creates an intimidating, threatening or abusive educational environment.
- **Harassment** – Threatening to cause harm or bodily injury to another student, engaging in sexually intimidating conduct, causing physical damage to the property of another student, subjecting another student to physical confinement or restraint, or maliciously taking any action that substantially harms another student's physical or emotional health or safety.
- **Hit List** – A list of people targeted to be harmed, using a firearm, knife or any other object to be used with intent to cause bodily harm.
- **Restitution** - When a student destroys campus property, he/she will be required to pay for loss/replacement, or repairs.

Standards for Student Conduct are as follows:

- Demonstrate courtesy even when others do not.
- Behave in a responsible manner, always exercising self-discipline
- Attend all classes and be on time
- Be prepared to learn in all classes
- Meet the Student Code of Conduct's Dress Code and Grooming standard
- Obey all school and bus rules
- Respect the rights and privileges of other students and staff
- Never bully other students, staff or visitors.
- Never harass other students, staff or visitors.
- Never make a hit list.
- Respect the property of others, including the school property

- Cooperate with and assist the school staff in maintaining safety, order and discipline
- Obey the Student Code of Conduct
- Follow the requirements of the expulsion from their home school, including the requirement to stay off school property during the term of their expulsion.
Participation in extra-curricular activities at their home school is at the sole discretion of the student's home school. Without the home school's permission for the student to be on the home school campus, the student is trespassing.

Law Violations

Law violations that occur on school campus will be reported. Students who commit law violations on campus are immediately referred to the on site Law Enforcement Officer(s) and will be transported to the Dallas County Juvenile Detention Center. Students seventeen or older will be transported to the Dallas County Jail. Any such violations may include reclassification from previous offense and possible extension of days in the program, i.e. assault with injury, felony drug possession with intent to sell, possessing a prohibited weapon on campus, etc.

Minor Infractions - Prohibited Behaviors and Conduct:

- Failure to follow staff instructions the first time asked
- Sleeping in classes / Repeated failure to participate in class
- Cursing / Disrupting class
- Dress code violations
- Tardiness
- Cheating

Disciplinary Consequences for Minor Infractions may include but are not limited to:

- Referral to Behavior Specialist – for an Intervention
- Referral to a Case Worker for counseling
- Parent Conference
- Referral to After School Detention (ASD)
- Referral to In School Suspension (ISS)
- Other disciplinary consequences determined as appropriate by DCJJAEP staff

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Major Infractions - Prohibited Behaviors and Conduct:

- Fighting (assault)
- Gang activity
- Using, selling, or possessing drugs
- Bullying
- Harassment
- Making Hit Lists
- Gambling
- Possession of contraband (see contraband items in the Contraband section of the Student Code of Conduct)
- Hazing
- Breaking any city, state, local, or federal laws
- Threatening staff, visitors, or other students in any manner

- Violating bus rules, or disobeying the bus driver
- Sexual misconduct

Disciplinary Consequences for Major Infractions may include but are not limited to:

- Referral to After School Detention (ASD)
- Referral to In School Suspension (ISS)
- Arrest
- Referral to Juvenile Detention
- Other disciplinary consequences determined as appropriate by DCJJAEP staff
- Suspension from school for up to (3) days per offense

Suspension Explanation and Administrative Procedures:

After all behavior interventions have been exhausted, a student will be expelled from the DCJJAEP for (3) days per offense. Suspension interventions are as follows:

- Behavior/ Incident/Bus Reports
- Parent Conference held by the student's Case Worker
- Sheriff Officer conference
- At least 1 referral for After School Detention, In School Suspension
- Any major violation of the Dallas County DCJJAEP Student Code of Conduct

Note: Only the DCJJAEP Administrator or designee will have the authority to suspend a student from campus.

ADMINISTRATIVE PROCEDURES for SUSPENSION

In matters related to student discipline, it is expected that a progressive discipline model that enables the student to demonstrate growth and learning shall be followed.

1. A DCJJAEP Administrator may suspend a student for unacceptable student behavior as outlined in the DCJJAEP Student Code of Conduct or for reasons where the student's conduct is injurious to the physical or mental well-being of other students, staff, or visitors.
2. The DCJJAEP Administrator shall ensure that any suspension is fair and proper, and that suspensions and/or recommendations for suspensions are made only after all other reasonable interventions have proven ineffective.
3. The maximum length of suspension an Administrator may issue is up to (3) school days per offense, or major rule violation. Before an Administrator suspends a student, the Administrator shall: (a). inform the student of the formal disciplinary nature of the suspension and its consequences, and of the reasons for which suspension is being considered; (b). provide opportunity for the student to offer an explanation in defense or mitigation prior to completing his/her investigation (c). report to the student's parent or guardian the suspension; (d). release the student from the DCJJAEP to the parent, guardian or responsible adult—if no one is available dismiss the student via his/her typical means of transportation at the close of the school day.
4. After the imposition of the suspension, a parent may chose to appeal the suspension by doing so within five (5) working days following the commencement of the suspension. The intent to appeal the suspension must be communicated in writing to the Dr. Terry Snow-Smith, Chief of the Dallas County Juvenile Department, Education Superintendent at 2600 Lone Star Drive, Dallas, Texas 75212.

Minor Infractions - Prohibited Behaviors and Conduct:

- Failure to follow staff instructions the first time asked
- Sleeping in classes / Repeated failure to participate in class
- Cursing / Disrupting class
- Dress code violations
- Tardiness
- Cheating

Disciplinary Consequences for Minor Infractions may include but are not limited to:

- Referral to Behavior Specialist for an Intervention
- Referral to a Case Worker for counseling
- Parent Conference
- Referral to After School Detention (ASD)
- Referral to In School Suspension (ISS)
- Other disciplinary consequences determined as appropriate by DCJJAEP staff

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Prohibited Sanctions

DCJJAEP Staff will at no time use any of the following sanctions to improve behavior

- Corporal punishment, physical abuse, humiliating punishment or hazing
- Deprivation of food and water
- One student sanctioning another
- Expulsion from the DCJJAEP

How Successful Days are calculated:

Successful Days are calculated using the total number of days a student is in attendance for a six weeks period. Unsuccessful days are subtracted from the total number of attendance days. This gives the student his/her total number of Successful Days in the program. Most youth are referred to the DCJJAEP for a specified number of days and will exit the program having completed a required number of Successful Days.

- Successful Days – A student will earn a Successful Day for each day he/she is in attendance and is earnestly complying with the Student Code of Conduct
- Unsuccessful Days – A day when a student is not in attendance or has violated the Student Code of Conduct as detailed in this section
- 1 Major rule infraction = 1 Unsuccessful Day
- 3 Minor rule infractions with documented interventions = 1 Unsuccessful Day
- Student may be given the opportunity to earn back unsuccessful days as they progress in the program and show significant improvement in their behavior.

Documentation and Notification of Successful Days:

- DCJJAEP Case Managers will monitor and be responsible for recording students Successful Days

- DCJJAEP will report the progress/regress of a students Successful Days to each school district twice during a six weeks grading period:
 - during 3 week progress reports,
 - at the end of each six weeks – prior to a students tentative exit date)
- Parents will receive a progress / regress report of their child’s Successful Days status twice during a six weeks grading period:
 - during 3 week progress reports
 - at the end of each six weeks prior to their child’s tentative exit date

PHYSICAL RESTRAINT POLICY

Per the Texas Juvenile Justice Department ~~Division~~ Standards (348.11), all Dallas County Juvenile Justice Alternative Education Program staff are trained and certified in the approved Handle with Care (non-violent) physical restraint techniques, which assist with the implementation of the intervention plan. Physical contact and restraint will be utilized when necessary to enable the student to regain control of him/her self for the following reasons:

- To prevent or stop the student from engaging in serious aggressive behavior
- To protect the student from harming himself/herself
- To protect the safety of other students
- To protect staff, visitors, etc. from harm
- To prevent a student from damaging property

Physical contact and restraint techniques in this context mean:

- Touching for positive redirection
- Handle with Care Technique
- Physical escort of a student to another area

Restraints employing a technique listed below are prohibited:

- Restraints used for punishment, discipline, retaliation, harassment, compliance, or intimidation
- Restraints that deprive the student of basic human necessities including restroom privileges, water, food and clothing
- Restraints that are intended to inflict pain
- Restraints that put a student's face down with sustained or excessive pressure on the back or chest cavity
- Restraints that put a student face down with pressure on the neck or head
- Restraints that obstruct the airway or impair the breathing of the student
- Restraints that restrict the student's ability to communicate
- Restraints that obstruct the view of the student's face
- Any technique that does not require the monitoring of the student's respiration and other signs of physical distress during the restraint
- Percussive or electrical shocking devices

Only certified Juvenile Probation and Detention Officers, as well as law enforcement personnel may utilize hand and leg mechanical restraints when necessary for safety. When acting in their official and legal capacity (i.e. the exercise of taking legal custody, arrest and transportation duties), commissioned Peace Officers may employ other legal forms of restraint. The student's parent/guardian will be notified if their child has been restrained at school and the reason for the restraint will be explained. Parental questions or complaints regarding disciplinary measures taken should be addressed to the ~~Campus~~ JJAEP Administrator and/or Program Manager.

DRESS CODE & GROOMING

Students are expected to follow the school Dress Code at all times. Parents and/or guardians are responsible for ensuring their child abides by the Student Code of Conduct Dress Code and Grooming policy.

The requirements for student dress and grooming are as follows:

- Students will exhibit good hygiene; problems will be addressed on an individual basis
- Students are prohibited from wearing any unnatural hair color (i.e., pink, blue, gray, etc.)
- Male students hair shall not exceed the shirt collar
- Students will be considered out of dress code if they have any of the following:
 - Designs cut into the hair that are disruptive to the school setting
 - Tails/hair shaved except at the neckline
- Cosmetic jewelry such as flipper-like gold teeth are prohibited
- All tattoos must be covered
- Rubber bands and scrunches may be used to fasten the hair
- Bandannas or handkerchiefs are not permitted
- Only clear polish is allowed; nails must be appropriate in length and well groomed
- No body glitter or excessive make-up
- Students may not wear earrings, body pierced jewelry, necklaces, chains, bracelets, sunglasses, or rings etc.
- Jackets, coats and sweaters will be taken up during searches and returned to students at the end of the day **DCJJAEP will not be responsible for lost or stolen expensive coats or jackets*
- The uniform is not to be altered in any way (No writing on clothing, rips or tears.)
- Pants must be worn at the normal waist-level – no “sagging” or “baggy” pants (No cuffs or rolls in pants that are not a result of the manufacture of the pants.)
- Students will be required to be in uniform beginning their first full week of school
- With the exception of toboggans worn in the winter months; hats, caps, or other head apparel are prohibited
- Shorts and athletic jerseys are not allowed
- Appropriate footwear is required. No sandals or house shoes; no steel-toed or boots. Shoelaces must be the same color as the tennis shoes. All Red or Blue shoes are Not permitted or any colors that represent a gang of any sort.

All Students (male and female) will wear a uniform consisting of:

Pleated Tan Khaki long pants (full length)

- Pulled up at the waist
- Sagging pants, cuffs and/or rolls in pants will be considered a dress code violation unless corrected

White/Green Shirt

- With collar and sleeves

Belt (brown or black)

- Only traditional buckles (No oversized buckles)
- No writing on belts is allowed

Tennis shoes

- White or Black tennis shoes (sneakers)
- No red or blue shoes will be permitted or any other color that may represent a gang.

White/Black shoestrings, which must be tied (and strapped if shoes have straps)

The uniform will be worn as follows:

Shirt:

- The top button of the shirt will be un-done
- **Shirt will be tucked in at all times**
- Logos or writing on the shirt are not allowed
- The shirt will be free from holes or tears
- Shirtsleeves must be hemmed
- White, black or gray undershirts will be permitted (T-Shirts worn as “white/green collared shirts” will not be permitted)
- Form fitted shirts will not be allowed (no cap sleeves)

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Pants:

- **Pants will fit. Loose baggy pants, cuff or rolls are not allowed**
- Pants will be held up above the waist by a belt
- Logos or writing on the pants or belt are not allowed
- The pants will be free from holes, or tears
- Pants must be hemmed
- Females will not wear form fitted pants of any kind (spandex, Capri, tights, low-rise, skinny, hipsters etc.)

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Belt:

- **Only a brown or black belt will be worn**
- There will be no writing on belts
- No army belts or oversized belt buckles are allowed

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Jewelry:

- A wristwatch is the only form of jewelry that will be permitted
- **Earrings, body pierced jewelry, necklaces, chains, bracelets, sunglasses or rings are not allowed**

Parent/guardian will be called when a student comes to school out of dress code. The parent/guardian will be responsible for bringing the student appropriate dress code attire. Failure to follow the dress code is a minor infraction of the Student Code of Conduct and can result in an Unsuccessful Day.

CONTRABAND & PERSONAL ITEMS

The following items will be considered contraband and shall be confiscated at any time:

- Purses, wallets, or backpacks
- Food, drinks, candy, or gum
- Baseball hats (all kinds)
- Any and all jewelry (except for a wristwatch)
 - necklaces (including rosary necklace)
 - bracelets (including handmade bracelets)
 - earrings/piercings (including body and face, including tongue)
- No more than \$3.00
- Shoe laces that are not white or black and over-sized
- Electronic devices (except probation monitoring devices)
 - Cell phones/cameras, Tablets, iPad/iPod/MP Players, or hand-held games of any sort
- Jackets with offensive, or gang affiliated logos
- Sunglasses, non-prescribed contact lenses (colored contact lenses—non-prescribed)
- Hair nets, stocking caps, wave caps,
- Make-up, lip gloss, lip stick, body glitter, hair gel
 - Carmex, Chap-Stick, etc.
- Combs or brushes of any kind
- Prescription, over-the-counter drugs, or illegal drugs
- Lighters, matches, cigarettes, or tobacco products
- Binders and/or folders
- Drugs and/or drug paraphernalia
- Gambling paraphernalia
- Baseball hats (all kinds)
- Any and all jewelry (except for a wristwatch)
 - necklaces (including rosary necklace)
 - bracelets (including handmade bracelets)
 - earrings/piercings (including body and face)
- No more than \$3.00
- Shoe laces that are not white or black and over-sized
- Electronic devices (except probation monitoring devices)
- Cell phones, Tablets, iPads/iPods/MP Players, or hand-held games of any sort
- Jackets with offensive, or gang affiliated logos

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- *Sunglasses, non-prescribed contact lenses (colored contact lenses—non-prescribed)
- *Hair nets, stocking caps, wave caps,
- *Make-up, lip gloss, lip stick, body glitter, hair gel
 - Carmex, Chap Stick, etc.
- *No combs or brushes of any kind
 - No purses, wallets, backpacks
 - No binders and/or folders
 - No Snacks (i.e., candy, chips, drinks, gum, etc.)
- *Drugs and/or drug paraphernalia
- *Gambling paraphernalia

This list is not inclusive of all items that will be considered as contraband. Items that are not considered **required school supplies** or not part of the uniform will be confiscated. All such items will be confiscated. Illegal items will be turned over to law enforcement. Property that has been confiscated will be returned on the last day of the student's expulsion. The parent may not call and have that property released to the child, nor can they come and sign to get it out. Certain items will be disposed of e.g. cigarette lighters, lip stick, etc.

NO EXCEPTIONS

~~This list is not inclusive of all items that will be considered as contraband. Items that are not considered **required school supplies** or not part of the uniform will be confiscated.~~

~~When students enter the DCJJAEP, they will be subject to a pat-down search and will go through a metal detector.~~

~~All contraband will be logged and turned over to designated staff. Parents will be notified and must make arrangements to retrieve the confiscated items.~~

~~**CONTRABAND ITEMS THAT ARE CONFISCATED WILL NOT BE RETURNED DIRECTLY TO STUDENTS UNDER ANY CIRCUMSTANCES. A PARENT OR GUARDIAN MUST COME TO THE SCHOOL TO RETRIEVE THE ITEM(S) within forty-eight (48) hours. All contraband will be logged and/or recorded.**~~

DCJJAEP IS NOT RESPONSIBLE FOR LOST OR CONFISCATED ITEMS.

SCHOOL SAFETY / EMERGENCY SITUATIONS

Right to Search:

The safety of our students, staff and visitors is of utmost importance. The Dallas County DCJJAEP reserves the right to search students at any time. All students will be subject to a pat down search as well as search by a metal detector. In addition to pat-down and metal detector searches, all students are subject to search by a Dallas County Sheriff Department K-9.

Emergency Situations:

In the event of an emergency situation, school officials must act quickly and students must act responsibly. This is not a time for horseplay or games. To ensure we are prepared for an emergency situation, students will take part in several drills throughout the year.

Per the Texas Juvenile Justice Division Standards – 348.100 DCJJAEP has an Emergency Response Plan that addresses the following emergency situations:

- *Natural Disaster*
- *Severe Weather*
- *Fires*
- *Chemical hazardous material spills*
- *Bus crashes*
- *School shootings*
- *Bomb threats*
- *Medical Emergency*
- *Riots*

During an emergency situation staff will:

- Be alert and ready to give instructions to students
- Conduct headcounts to ensure the safety of all their students
- Help manage the crisis in order to limit chaos and confusion
- Complete any necessary paper work (witness statements, incident reports etc.)

During emergency drills students will:

- Follow all instructions given to them by their teacher or an administrator
- Act responsibly
- Be a team player

If an emergency occurs at the DCJJAEP, parents will be notified in a timely manner and given information regarding the emergency. For more information regarding the DCJJAEP Emergency Response Plan, please direct your questions to the DCJJAEP Administrator.

TRANSPORTATION

Transportation is provided by Dallas County Schools. However, students and parents should realize that riding the bus is a privilege and not a right. Students that do not follow the school bus rules are subject to having their riding privileges suspended for a few days or indefinitely. Transportation is critical to the success of students attending school. Therefore, the following transportation options are utilized:

- Parent/guardian
- Public transportation (DART) with written parent permission
- Dallas County School buses

Students are expected to follow the School Bus Rules:

- Students may not gesture or yell out of the window of the bus
- Students must maintain a low voice volume and follow the directions of the driver at all times
- Students are prohibited from bringing contraband items on to the school bus
- Students may not drink, eat, or smoke on the bus
- Students must keep all hands, feet, legs, and head inside of the bus
- Students will not throw objects on the bus, or out the windows of the bus
- Students will remain seated on the bus at all times
- Students may not get off the bus except at their designated bus stop

Consequences of violating School Bus Rules:

- All School Bus Violations are considered Major Infractions of the Student Code of Conduct and will result in an Unsuccessful Day
- Law violations occurring on the school bus will be referred to Law Enforcement
- Students will be suspended from riding the bus for not following the school bus rules. Suspensions may range from:
 - 1-3 Days
 - 3-10 Days
 - Indefinitely

Parents are responsible for ensuring their child arrives to school on time if their child has been suspended from riding the school bus. A written permission slip will be required for any student who takes public transportation (Dart Bus) to school.

- The earliest time to drop off a student at the school will be at 7:45~~30~~ a.m.
- The latest time a parent can pick their child up from school is 5:00 p.m.

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STUDENT RIGHTS

The DCJJAEP Administrator and staff are committed to supporting and protecting your fundamental human, civil, constitutional and statutory rights. The following information describes those rights. If you have questions or trouble reading or understanding them, they will be explained in language and terms you can understand. A copy will be available to you at any time and will be posted in the facility.

1. Enrollment and all services will be provided impartially. That is, free of discrimination by race, religion, sex, ethnicity, age, handicap, or source of financial support.
2. Your personal dignity will be recognized and respected at all times.
3. Information, records, and reports regarding your enrollment are confidential and may be viewed only by appropriate program staff. Unless required by law or the court, no one may have this information or see your records unless you or your parent/guardian gives permission in writing.
4. You will have all activities and procedures explained to you and your family.
5. Specific informed consent must be given for participation in research projects. Refusals will not compromise your access to program services.
6. Signed releases will be obtained regarding the present, future use, and disposition of products of special observation and audiovisual techniques, such as one-way mirrors, tape recorders, video-tapes, movies, photographs, etc.
7. You may file a grievance or complaint in writing (see grievance procedure in handbook).
8. Your teacher or case manager will explain any special rules that may apply to your conduct.
9. You will be given a written statement of your rights.
10. You may be required to help with personal housekeeping without compensation. Any other work done for the program will be part of your individual plan, done voluntarily, with appropriate wages provided, and in compliance with local, state and federal laws and regulations.

STUDENT GRIEVANCE PROCEDURE

Each student has the opportunity to file a grievance. If you believe that you have been treated unfairly or inappropriately by a staff's decision, have been spoken to in a disrespectful manner, or have a complaint regarding programmatic issues, you may file a grievance. All students will be protected against any form of retaliation. The grievance procedure is as follows:

Obtain a copy of the grievance form from any staff member - during break time only (a sample is attached).

Complete the form in as much detail as possible explaining what happened, when it happened, and any staff who may have been involved. **THIS IS TO BE DONE ON YOUR OWN TIME. DO NOT DO THIS DURING CLASS.**

Be certain to complete the first half of the grievance form. This is your opportunity to describe what actions you believe would have been better.

Give the grievance form to the Behavior Specialist, or Case Manager assigned to your area. It may take up to 24 hours to discuss the situation with you, inform you of the other side of the conflict and make a decision on how to resolve the grievance.

If the conflict cannot be resolved between you and that staff person, you may appeal the decision by taking the form to the DCJJAEP Administrator. The DCJJAEP Administrator will return the form to you in 24 with a final decision. A copy of each grievance submitted by a student shall be provided to the student's parent, guardian or custodian and to the juvenile board or its designee.

For students' convenience, a box marked "Grievance Procedure Forms" will be posted in the common dining area. Students will be allowed to write a Grievance and drop it in the Grievance box at anytime that does not cause disruption to the daily routine.

STUDENT GRIEVANCE FORM

Name: _____

Date: _____

Section I – To be completed by student:

GRIEVANCE (include date of incident, situations or programmatic issues and all persons involved):

OUTCOME YOU ARE SEEKING:

Student Signature: _____

Section II – To be completed by DCJJAEP Administrator Designee

Response:

Administrator's Decision (circle one):

See handbook Page _____	Valid complaint See me	Invalid complaint See me	Decision Stands
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Signature of Administrator: _____

Date: _____

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
PARENT AND STUDENT GRIEVANCE/COMPLAINT PROCEDURE

The Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) is a state mandated educational facility operated by the Dallas County Juvenile Board (DCJB). The DCJJAEP Administrator, ~~Patricia Reehon~~ Sheterric Malone, is responsible for the day-to-day operations of the DCJJAEP with the support and assistance of staff members from the Dallas County Juvenile Department (DCJD). Ms. ~~Reehon~~ Malone can be reached at 214.637.6136, extension 5508.

Per the Texas Juvenile ~~Juvenile Justice Department~~ Division Standards – 348.100, the DCJJAEP takes all allegations of exploitation, abuse, neglect and mistreatment of students very serious. The DCJJAEP Administrator investigates all allegations and documentation relating to serious incidents of misconduct involving students, parents, and staff members and also addresses concerns regarding programmatic issues.

Documentation must be furnished to the Educational Services Unit of the Dallas County Juvenile Department within 24 hours of the incident or allegation or on the next available day that the school is open. A copy of each grievance submitted by a student shall be provided to the student's parent, guardian or custodian and to the juvenile board or its designee.

The purpose of the DCJJAEP Parent and Student Grievance/Complaint Procedure is to provide a process routing a grievance or complaint from a parent or student to the staff of the Dallas County Juvenile Department and shall ensure students are protected against retaliation in any form. All persons are encouraged to follow the grievance procedure. However, if you believe you have not found resolution to your grievance or complaints may file them directly to the following individuals of the Juvenile Department Administration:

~~Mrs. Mary Borrego~~ Mr. Brian Francis
~~Superintendent of Education~~ Instructional Manager
Dallas County Juvenile Department
1673 Terre Colony Court
Dallas, Texas 75212
214.637-6136

I have read and understand the Parent and Student Grievance/Complaint Procedure for the Dallas County Juvenile Justice Alternative Education Program. I have received information including the name, address, and telephone number of a person to contact at the Dallas County Juvenile Department if the need arises.

Student

Date

Parent

Date

Witness

Date

STUDENT RECORDS & CONFIDENTIALITY

1. Each student enrolled has an individual educational record on file in the school office.
2. Parents have the right of access to the records. The parent and/or representative of the parent is permitted to inspect and review any educational records relating to their child without unnecessary delay, and in no case more than 30 days after the request has been made.
3. Parents have the right to receive a response from program staff due to a reasonable request to explain and interpret their child's record.
4. Parents have the right to request an amendment of records and the right to a hearing if program staff cannot agree to amend the records.
5. When a student is transferred to another school program, a transfer of records will occur.
6. Release of records to other agencies other than the School District and Juvenile Court will occur only by written consent of parents and guardians.
7. Destruction of records will occur in such a manner to assure that confidentiality has not been breached.



STUDENT CODE OF CONDUCT ACKNOWLEDGEMENT

Student and Parent Acknowledgement:

In order to be successful at the DCJJAEP, a student must:

- Follow all school and school bus rules
- Commit to learning
- Practice safety and security for the good of all

It is important that every student understand the Student Code of Conduct and is expected that by his or her parent or guardian to follow the rules and regulations set forth in the Student Code of Conduct. Parents please read and discuss the Student Code of Conduct with your child.

We acknowledge receipt of a copy of the DCJJAEP Student Code of Conduct for the ~~2013-~~
~~2014~~2014-2015 school year and understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code:

Student Signature

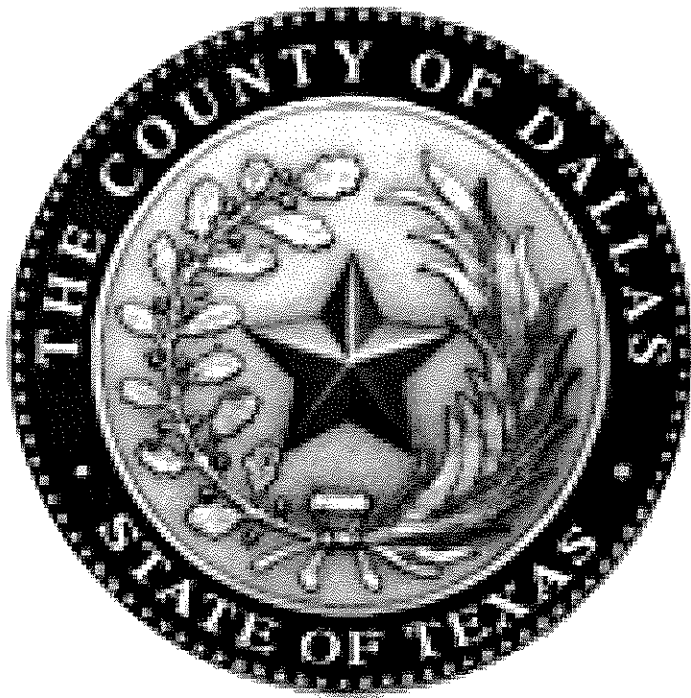
Date

Parent/Legal Guardian

Date

Witness

Date



AGENDA ITEM

D.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Processing Office Renewal – Farmers Branch Police Department

Background of the Issue:

Amendments passed during the 77th Legislative Session assigns the Juvenile Board the responsibility of designating Juvenile Processing Offices within Dallas County.

The Juvenile Board has previously approved fifty-eight (58) sites as Juvenile Processing Offices (see attached list). The Department regularly reviews sites to make appropriate additions, deletions, modifications, or amendments to this list. When the department is notified of the modification of a site, or receives a request from law enforcement for designation of a new site, we personally inspect the site and appraise the agency of their obligations and responsibilities when processing juveniles at the approved site.

Impact on Operations and Maintenance:

The Farmers Branch Police Department's Interview Room 156 and Interview Room 204 located at 3723 Valley View Lane, Farmers Branch, Texas 75244 were previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, both Interview Rooms 156 and 204 were personally inspected by Rudy Acosta, Deputy Director of Probation Services on July 2, 2014 and has determined these sites remain suitable as Juvenile Processing Offices.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative and a copy will be maintained by the Juvenile Department.

Strategic Plan Compliance:

This Juvenile Processing Office designation complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

Legal Impact:

Law enforcement agencies must follow the Juvenile Justice Code and Code of Criminal Procedure guidelines when processing youthful offenders:

In conformance with Title 3 of the Texas Family Code § 52.025, the Juvenile Board of Dallas County has ordered the plans and guidelines of each law enforcement agency in Dallas County operating a Juvenile Processing Office be amended and adopted as follows:

SECTION 1. Any juvenile taken into custody and not released in the field by the officer shall be brought immediately to either an office or to an official designated site herein without unnecessary delay and without first being taken elsewhere. The juvenile shall not be permitted contact with any adult who is in custody, charged with, or convicted of a crime.

SECTION 2. The following are “offices or rooms designated by the Juvenile Board where a child who has been taken into custody may be taken pursuant to Section 52.02 and 52.025 of the Texas Family Code, and as such are designated as Juvenile Processing Offices;”

The Juvenile Board also requires Juvenile Processing Offices may be used to complete all investigative and administrative activities incident to the taking into custody of the child; said activities including, but not limited to the following:


- (1) The full investigation of each subject offense for which each child is taken into custody and all related offenses admitted to or alleged to be committed by said child, and may be used for temporary detention, for purposes of investigation of the identity and age of the juvenile, and for purposes of investigating and continuing the investigation of each subject offense and each related offense.
- (2) The completion of investigative and administrative paperwork concerning each subject and related offense and the taking of any oral, written, or magistrate confessions as may occur pertaining to each subject or related offense and for all other related investigative conduct such as fingerprinting, photographing, and other medical and/or scientific examinations or testing necessary to the investigation of the subject or related offenses.
- (3) The creation or completion of any essential forms and records, including, but not limited to, all police reports, offense reports, arrest reports, and supplements to said reports and other reports or records, required by the Juvenile Court or Title 3 of the Texas Family Code or other law or the particular law enforcement agency's procedures.
- (4) The photographing and/or fingerprinting of the child as authorized by Title 3 of the Texas Family Code or other applicable law. Warnings may be issued to the child as required or permitted by Title 3 of the Texas Family Code or other applicable law. An oral or written statement of the child may be taken and warning given pursuant to Title 3 of the Texas Family Code either in said Juvenile Processing Office or before an official designated by the Juvenile Court in Section 3 of the order.
- (5) All administrative steps incident to the taking into custody of the child.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

Recommendation:

The Juvenile Department recommends the Juvenile Board approve the renewal of the Juvenile Processing Offices for the Farmers Branch Police Department located at 3723 Valley View Lane, Farmers Branch, Texas 75244, by approving both Interview Rooms 156 and 204 as designated Processing Offices.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

**JUVENILE PROCESSING OFFICE DESIGNATIONS
DALLAS COUNTY JUVENILE BOARD**

- 1) Addison Police Department
Juvenile Processing/Briefing Room
4799 Airport Parkway
Addison, TX 75001
Detention Supervisor, Mr. Michael Meharg
972-450-7120
- 2) Balch Springs Police Department
Juvenile/Holding Processing Room
12500 Elam Road
Balch Springs, TX 75180
Sgt. Gilbert 972-557-6036
- 3) Baylor Health Care Department of Public
Safety – Police Supervisors Room
4005 Crutcher Street, Ste 100
Dallas, TX 75246
Asst. Chief Jesse Gomez/Det. Marlena Colvin
214-820-6193
- 4) Carrollton Police Department
Youth Services Section Room 119 & 112
2025 Jackson
Carrollton, TX 75006
Sgt. Bill Janecek/Joel Payne 972-466-9144
- 5) Cedar Hill Police Department
Rooms C-142, C-145, C-146, C-147,
C-219, C-220, C-221, C-222
285 Uptown Boulevard, Building 200
Cedar Hill, TX 75104
Lt. Steve Laferty 972-291-5181
Ext2048
- 6) Cedar Hill ISD Police Department
Cedar Hill High School-SRO Offices
(1)near cafeteria, (2)at Main Entrance
#1 Longhorn Blvd
Cedar Hill, TX 75104
Chief C.W. Burruss 972-291-1581
- 7) Cedar Hill ISD Police Department
W.S. Permenter Middle School
Room labeled as “SRO Office,”
located next to Front Office.
431 W. Parkerville Rd.
Cedar Hill, TX 75104
Chief C.W. Burruss 972-293-1581
- 8) Cedar Hill 9th Grade Center
Room labeled as “SRO Office”, located behind
Administration Area
1515 W. Beltline Road
Cedar Hill, Texas 75104 972-291-1581
- 9) Cedar Hill ISD Police Department
Bessie Coleman Middle School
“Police Office” and adjoining office
1208 Pleasant Run Rd
Cedar Hill, Texas 75104 972-291-1581
- 10) Cedar Hill Marshall’s Office
285 Uptown Boulevard, Room 7108
Cedar Hill, TX 75014
Marshall Leland Herron 972 291-1500 Ext.1048
- 11) Cedar Valley Community College Police Dept
Room F120-E
3030 North Dallas Avenue
Lancaster, TX 75134
Chief Tim Stewart 972-860-8287
- 12) Charlton Methodist Medical Cntr
3500 W. Wheatland – CID Office
Dallas, TX 75203
Lt. Kraft 214-947-7701
- 13) City of Combine Municipal Court

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

- Combine Police Department
Judge's Office, Chief's Office
123 Davis Rd.
Combine, Texas 75159 972-476-8790
- 14) Cockrell Hill Police Department
Juvenile Interview Room and Sergeants Office
4125 W. Clarendon Drive
Dallas, TX 75211
Sgt. Beckman 214-339-4141
- 15) Coppell Police Department
Room 141
130 S. Town Center Blvd.
Coppell, TX 75019
Det. Smith 972-304-3606
- 16) Dallas Independent School District Police
Department
Holding Rm, Detail Rm, and Detectives Off
1402 Seegar Street
Dallas, Texas 75215
Deputy Chief Gary Hodges 214-932-5610
- 17) DFW International Airport Police
Public Safety Station One, Conf. Rm 154
Small & Large Conference Room - CID
2900 E. 28th St.
DFW Airport, TX 75261
Sgt. Malcolm A. Mosely 972-574-5576
- 18) Dallas County Hospital District
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Police Roll Call Room
5201 Harry Hines Blvd.
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- 32) Garland Police Department
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Sgt. Eric Pon 972-441-6565 Ext. 270

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JUVENILE BOARD ORDER

ORDER NO: 2014-077

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon	Judge William Mazur	Commissioner John Wiley Price
County Judge Clay Jenkins	Ms. Paula Miller	Judge Gracie Lewis
Judge Craig Smith	Judge Robert Burns	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, the Juvenile Board is charged with the responsibility of designating Juvenile Processing Offices pursuant to Juvenile Justice Code 51.02 (12), 52.02 (a) and (b), 52.025 (a), 52.027 (f), 52.05 (a) and (b), 52.01 (a) and (c), 58.01 (4), 52.03 (d), 52.041 (c) and (d), and Article 15.27 of the Code of Criminal Procedures; and

WHEREAS, the Juvenile Board of Dallas County previously approved fifty-eight (58) Juvenile Processing sites; and

WHEREAS, the Farmers Branch Police Department's Interview Room 156 and Interview Room 204 located at 3723 Valley View Lane, Farmers Branch, Texas 7524 were previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board; and

WHEREAS, in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, both Interview Rooms 156 and 204 were personally inspected by Rudy Acosta, Deputy Director of Probation Services on July 2, 2014 and has determined these sites remain suitable as Juvenile Processing Offices; and

WHEREAS, this Juvenile Processing Office at the Farmers Branch Police Department complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*; and

WHEREAS, specific training, under the guidelines of Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act relating to the requirements of the Juvenile Processing Office utilization and operation was provided; the training also outlined the specifics associated with the handling of juveniles in the Juvenile Processing Office; and


IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the renewal of the Juvenile Processing Offices for the Farmers Branch Police Department located at 3723 Valley View Lane, Farmers Branch, Texas 75244, by approving both Interview Room 156 and 204 as designated Processing Offices.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

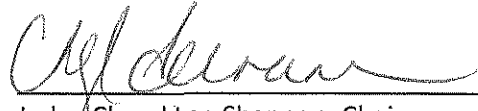
The forgoing Juvenile Board Order was lawfully moved by Judge William Mazur and seconded by Judge Craig Smith, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:

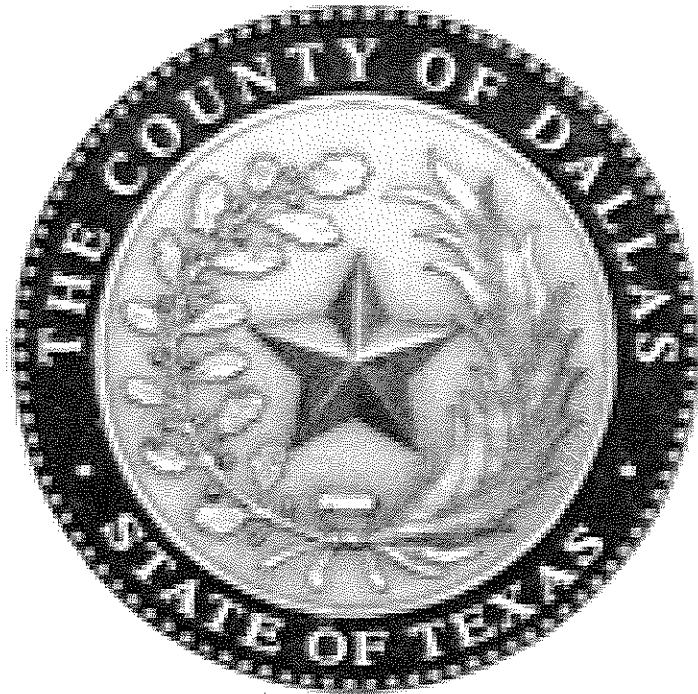
Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

E.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Processing Office Renewal – Addison Police Department

Background of the Issue:

Amendments passed during the 77th Legislative Session assigns the Juvenile Board the responsibility of designating Juvenile Processing Offices within Dallas County.

The Juvenile Board has previously approved fifty-eight (58) sites as Juvenile Processing Offices (see attached list). The Department regularly reviews sites to make appropriate additions, deletions, modifications, or amendments to this list. When the department is notified of the modification of a site, or receives a request from law enforcement for designation of a new site, we personally inspect the site and appraise the agency of their obligations and responsibilities when processing juveniles at the approved site.

Impact on Operations and Maintenance:

The Addison Police Department's "Briefing Room" located at 4799 Airport Parkway, Addison, Texas 75001 was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the "Briefing Room" was personally inspected by Rudy Acosta, Deputy Director of Probation Services on June 5, 2014 and has determined this site remains suitable as a Juvenile Processing Office.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative and a copy will be maintained by the Juvenile Department.

Strategic Plan Compliance:

This Juvenile Processing Office designation complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*.

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Legal Impact:

Law enforcement agencies must follow the Juvenile Justice Code and Code of Criminal Procedure guidelines when processing youthful offenders:

In conformance with Title 3 of the Texas Family Code § 52.025, the Juvenile Board of Dallas County has ordered the plans and guidelines of each law enforcement agency in Dallas County operating a Juvenile Processing Office be amended and adopted as follows:

SECTION 1. Any juvenile taken into custody and not released in the field by the officer shall be brought immediately to either an office or to an official designated site herein without unnecessary delay and without first being taken elsewhere. The juvenile shall not be permitted contact with any adult who is in custody, charged with, or convicted of a crime.

SECTION 2. The following are “offices or rooms designated by the Juvenile Board where a child who has been taken into custody may be taken pursuant to Section 52.02 and 52.025 of the Texas Family Code, and as such are designated as Juvenile Processing Offices;”

The Juvenile Board also requires Juvenile Processing Offices may be used to complete all investigative and administrative activities incident to the taking into custody of the child; said activities including, but not limited to the following:

- (1) The full investigation of each subject offense for which each child is taken into custody and all related offenses admitted to or alleged to be committed by said child, and may be used for temporary detention, for purposes of investigation of the identity and age of the juvenile, and for purposes of investigating and continuing the investigation of each subject offense and each related offense.
- (2) The completion of investigative and administrative paperwork concerning each subject and related offense and the taking of any oral, written, or magistrate confessions as may occur pertaining to each subject or related offense and for all other related investigative conduct such as fingerprinting, photographing, and other medical and/or scientific examinations or testing necessary to the investigation of the subject or related offenses.
- (3) The creation or completion of any essential forms and records, including, but not limited to, all police reports, offense reports, arrest reports, and supplements to said reports and other reports or records, required by the Juvenile Court or Title 3 of the Texas Family Code or other law or the particular law enforcement agency's procedures.
- (4) The photographing and/or fingerprinting of the child as authorized by Title 3 of the Texas Family Code or other applicable law. Warnings may be issued to the child as required or permitted by Title 3 of the Texas Family Code or other applicable law. An oral or written statement of the child may be taken and warning given pursuant to Title 3 of the Texas Family Code either in said Juvenile Processing Office or before an official designated by the Juvenile Court in Section 3 of the order.
- (5) All administrative steps incident to the taking into custody of the child.

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Recommendation:

The Juvenile Department recommends the Juvenile Board approve the renewal of the Juvenile Processing Office for the Addison Police Department located at 4799 Airport Parkway, Addison, Texas 75001, by approving the “Briefing Room” as a designated Processing Office.

Recommended by:

A handwritten signature in black ink, appearing to read "Terry S. Smith", written over a horizontal line.

Dr. Terry S. Smith, Director
Dallas County Juvenile Department

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JUVENILE PROCESSING OFFICE DESIGNATIONS
DALLAS COUNTY JUVENILE BOARD

- 1) Addison Police Department
Juvenile Processing/Briefing Room
4799 Airport Parkway
Addison, TX 75001
Detention Supervisor, Mr. Michael Meharg
972-450-7120
- 2) Balch Springs Police Department
Juvenile/Holding Processing Room
12500 Elam Road
Balch Springs, TX 75180
Sgt. Gilbert 972-557-6036
- 3) Baylor Health Care Department of Public
Safety – Police Supervisors Room
4005 Crutcher Street, Ste 100
Dallas, TX 75246
Asst. Chief Jesse Gomez/Det. Marlena Colvin
214-820-6193
- 4) Carrollton Police Department
Youth Services Section Room 119 & 112
2025 Jackson
Carrollton, TX 75006
Sgt. Bill Janecek/Joel Payne 972-466-9144
- 5) Cedar Hill Police Department
Rooms C-142, C-145, C-146, C-147,
C-219, C-220, C-221, C-222
285 Uptown Boulevard, Building 200
Cedar Hill, TX 75104
Lt. Steve Laferty 972-291-5181
Ext2048
- 6) Cedar Hill ISD Police Department
Cedar Hill High School-SRO Offices
(1)near cafeteria, (2)at Main Entrance
#1 Longhorn Blvd
Cedar Hill, TX 75104
Chief C.W. Burruss 972-291-1581
- 7) Cedar Hill ISD Police Department
W.S. Permenter Middle School
Room labeled as “SRO Office,”
located next to Front Office.
431 W. Parkerville Rd.
Cedar Hill, TX 75104
Chief C.W. Burruss 972-293-1581
- 8) Cedar Hill 9th Grade Center
Room labeled as “SRO Office”, located behind
Administration Area
1515 W. Beltline Road
Cedar Hill, Texas 75104 972-291-1581
- 9) Cedar Hill ISD Police Department
Bessie Coleman Middle School
“Police Office” and adjoining office
1208 Pleasant Run Rd
Cedar Hill, Texas 75104 972-291-1581
- 10) Cedar Hill Marshall’s Office
285 Uptown Boulevard, Room 7108
Cedar Hill, TX 75014
Marshall Leland Herron 972 291-1500 Ext.1048
- 11) Cedar Valley Community College Police Dept
Room F120-E
3030 North Dallas Avenue
Lancaster, TX 75134
Chief Tim Stewart 972-860-8287
- 12) Charlton Methodist Medical Cntr
3500 W. Wheatland – CID Office
Dallas, TX 75203
Lt. Kraft 214-947-7701
- 13) City of Combine Municipal Court

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- Combine Police Department
Judge's Office, Chief's Office
123 Davis Rd.
Combine, Texas 75159 972-476-8790
- 14) Cockrell Hill Police Department
Juvenile Interview Room and Sergeants Office
4125 W. Clarendon Drive
Dallas, TX 75211
Sgt. Beckman 214-339-4141
- 15) Coppell Police Department
Room 141
130 S. Town Center Blvd.
Coppell, TX 75019
Det. Smith 972-304-3606
- 16) Dallas Independent School District Police
Department
Holding Rm, Detail Rm, and Detectives Off
1402 Seegar Street
Dallas, Texas 75215
Deputy Chief Gary Hodges 214-932-5610
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JUVENILE BOARD ORDER

ORDER NO: 2014-078

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

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County Judge Clay Jenkins	Ms. Paula Miller	Judge Robert Burns
Judge Gracie Lewis	Judge Craig Smith	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, the Juvenile Board is charged with the responsibility of designating Juvenile Processing Offices pursuant to Juvenile Justice Code 51.02 (12), 52.02 (a) and (b), 52.025 (a), 52.027 (f), 52.05 (a) and (b), 52.01 (a) and (c), 58.01 (4), 52.03 (d), 52.041 (c) and (d), and Article 15.27 of the Code of Criminal Procedures; and

WHEREAS, the Juvenile Board of Dallas County previously approved fifty-eight (58) Juvenile Processing sites; and

WHEREAS, the Addison Police Department's "Briefing Room" located at 4799 Airport Parkway, Addison, Texas 75001 was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board; and

WHEREAS, in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the "Briefing Room" was personally inspected by Rudy Acosta, Deputy Director of Probation Services on June 5, 2014 and has determined this site remains suitable as a Juvenile Processing Office; and

WHEREAS, this Juvenile Processing Office at the Addison Police Department complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*; and

WHEREAS, specific training, under the guidelines of Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act relating to the requirements of the Juvenile Processing Office utilization and operation was provided; the training also outlined the specifics associated with the handling of juveniles in the Juvenile Processing Office; and

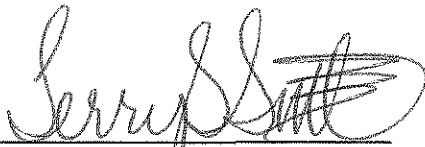
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the renewal of the Juvenile Processing Office for the Addison Police Department located at 4799 Airport Parkway, Addison, Texas 75001, by approving the “Briefing Room” as a designated Processing Office.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

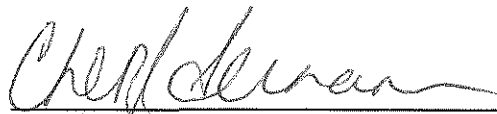
The forgoing Juvenile Board Order was lawfully moved by Judge William Mazur and seconded by Judge Craig Smith, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:

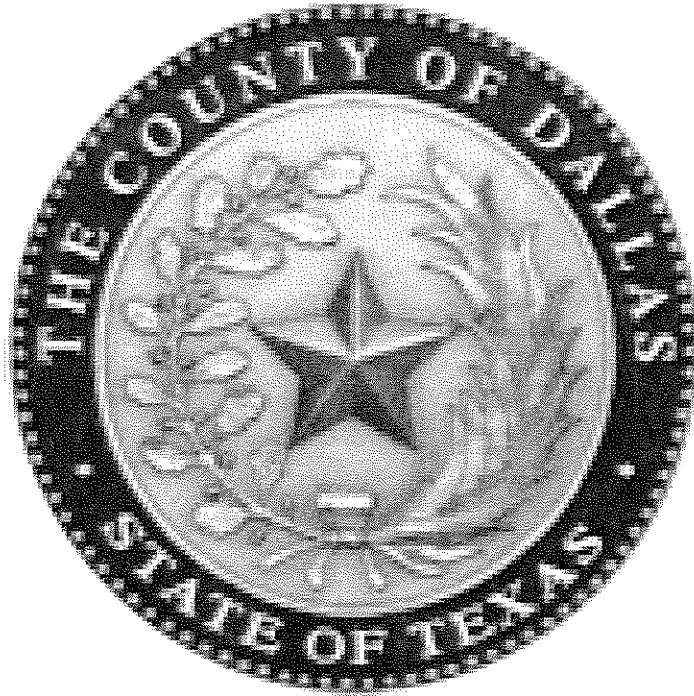
Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

F.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Processing Office Renewal – Coppell Police Department

Background of the Issue:

Amendments passed during the 77th Legislative Session assigns the Juvenile Board the responsibility of designating Juvenile Processing Offices within Dallas County.

The Juvenile Board has previously approved fifty-eight (58) sites as Juvenile Processing Offices (see attached list). The Department regularly reviews sites to make appropriate additions, deletions, modifications, or amendments to this list. When the department is notified of the modification of a site, or receives a request from law enforcement for designation of a new site, we personally inspect the site and appraise the agency of their obligations and responsibilities when processing juveniles at the approved site.

Impact on Operations and Maintenance:

The Coppell Police Department's Room 141 located at 130 S. Town Center Blvd., Coppell, Texas 75019 was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Coppell Police Department's Room 141 was personally inspected by Rudy Acosta, Deputy Director of Probation Services on July 10, 2014 and has determined this site remains suitable as a Juvenile Processing Office.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office and the specifics associated with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative and a copy will be maintained by the Juvenile Department.

Strategic Plan Compliance:

This Juvenile Processing Office designation complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

Legal Impact:

Law enforcement agencies must follow the Juvenile Justice Code and Code of Criminal Procedure guidelines when processing youthful offenders:

In conformance with Title 3 of the Texas Family Code § 52.025, the Juvenile Board of Dallas County has ordered the plans and guidelines of each law enforcement agency in Dallas County operating a Juvenile Processing Office be amended and adopted as follows:

SECTION 1. Any juvenile taken into custody and not released in the field by the officer shall be brought immediately to either an office or to an official designated site herein without unnecessary delay and without first being taken elsewhere. The juvenile shall not be permitted contact with any adult who is in custody, charged with, or convicted of a crime.

SECTION 2. The following are "offices or rooms designated by the Juvenile Board where a child who has been taken into custody may be taken pursuant to Section 52.02 and 52.025 of the Texas Family Code, and as such are designated as Juvenile Processing Offices;"

The Juvenile Board also requires Juvenile Processing Offices may be used to complete all investigative and administrative activities incident to the taking into custody of the child; said activities including, but not limited to the following:

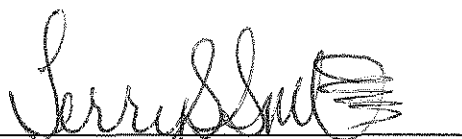
- (1) The full investigation of each subject offense for which each child is taken into custody and all related offenses admitted to or alleged to be committed by said child, and may be used for temporary detention, for purposes of investigation of the identity and age of the juvenile, and for purposes of investigating and continuing the investigation of each subject offense and each related offense.
- (2) The completion of investigative and administrative paperwork concerning each subject and related offense and the taking of any oral, written, or magistrate confessions as may occur pertaining to each subject or related offense and for all other related investigative conduct such as fingerprinting, photographing, and other medical and/or scientific examinations or testing necessary to the investigation of the subject or related offenses.
- (3) The creation or completion of any essential forms and records, including, but not limited to, all police reports, offense reports, arrest reports, and supplements to said reports and other reports or records, required by the Juvenile Court or Title 3 of the Texas Family Code or other law or the particular law enforcement agency's procedures.
- (4) The photographing and/or fingerprinting of the child as authorized by Title 3 of the Texas Family Code or other applicable law. Warnings may be issued to the child as required or permitted by Title 3 of the Texas Family Code or other applicable law. An oral or written statement of the child may be taken and warning given pursuant to Title 3 of the Texas Family Code either in said Juvenile Processing Office or before an official designated by the Juvenile Court in Section 3 of the order.
- (5) All administrative steps incident to the taking into custody of the child.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

Recommendation:

The Juvenile Department recommends the Juvenile Board approve the renewal of the Juvenile Processing Office for the Coppell Police Department located at 130 S. Town Center Blvd., Coppell, Texas 75019, by approving Room 141 as a designated Processing Office.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

**JUVENILE PROCESSING OFFICE DESIGNATIONS
DALLAS COUNTY JUVENILE BOARD**

- 1) Addison Police Department
Juvenile Processing/Briefing Room
4799 Airport Parkway
Addison, TX 75001
Detention Supervisor, Mr. Michael Meharg
972-450-7120
- 2) Balch Springs Police Department
Juvenile/Holding Processing Room
12500 Elam Road
Balch Springs, TX 75180
Sgt. Gilbert 972-557-6036
- 3) Baylor Health Care Department of Public
Safety – Police Supervisors Room
4005 Crutcher Street, Ste 100
Dallas, TX 75246
Asst. Chief Jesse Gomez/Det. Marlana Colvin
214-820-6193
- 4) Carrollton Police Department
Youth Services Section Room 119 & 112
2025 Jackson
Carrollton, TX 75006
Sgt. Bill Janecek/Joel Payne 972-466-9144
- 5) Cedar Hill Police Department
Rooms C-142, C-145, C-146, C-147,
C-219, C-220, C-221, C-222
285 Uptown Boulevard, Building 200
Cedar Hill, TX 75104
Lt. Steve Laferty 972-291-5181
Ext2048
- 6) Cedar Hill ISD Police Department
Cedar Hill High School-SRO Offices
(1)near cafeteria, (2)at Main Entrance
#1 Longhorn Blvd
Cedar Hill, TX 75104
Chief C.W. Burruss 972-291-1581
- 7) Cedar Hill ISD Police Department
W.S. Permenter Middle School
Room labeled as “SRO Office,”
located next to Front Office.
431 W. Parkerville Rd.
Cedar Hill, TX 75104
Chief C.W. Burruss 972-293-1581
- 8) Cedar Hill 9th Grade Center
Room labeled as “SRO Office”, located behind
Administration Area
1515 W. Beltline Road
Cedar Hill, Texas 75104 972-291-1581
- 9) Cedar Hill ISD Police Department
Bessie Coleman Middle School
“Police Office” and adjoining office
1208 Pleasant Run Rd
Cedar Hill, Texas 75104 972-291-1581
- 10) Cedar Hill Marshall’s Office
285 Uptown Boulevard, Room 7108
Cedar Hill, TX 75014
Marshall Leland Herron 972 291-1500 Ext.1048
- 11) Cedar Valley Community College Police Dept
Room F120-E
3030 North Dallas Avenue
Lancaster, TX 75134
Chief Tim Stewart 972-860-8287
- 12) Charlton Methodist Medical Cntr
3500 W. Wheatland – CID Office
Dallas, TX 75203
Lt. Kraft 214-947-7701
- 13) City of Combine Municipal Court

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

Combine Police Department
Judge's Office, Chief's Office
123 Davis Rd.
Combine, Texas 75159 972-476-8790

14) Cockrell Hill Police Department
Juvenile Interview Room and Sergeants Office
4125 W. Clarendon Drive
Dallas, TX 75211
Sgt. Beckman 214-339-4141

15) Coppell Police Department
Room 141
130 S. Town Center Blvd.
Coppell, TX 75019
Det. Smith 972-304-3606

16) Dallas Independent School District Police
Department
Holding Rm, Detail Rm, and Detectives Off
1402 Seegar Street
Dallas, Texas 75215
Deputy Chief Gary Hodges 214-932-5610

17) DFW International Airport Police
Public Safety Station One, Conf. Rm 154
Small & Large Conference Room - CID
2900 E. 28th St.
DFW Airport, TX 75261
Sgt. Malcolm A. Mosely 972-574-5576

18) Dallas County Hospital District
Police Department
Police Roll Call Room
5201 Harry Hines Blvd.
Dallas, Texas 75235
Capt. Richard D. Roebuck Jr. 214-590-4330

19) Dallas County Juvenile Department
Truancy and Class C Enforcement Center
414 S.R.L. Thornton Freeway
Dallas, TX 75203
Marquita Fisher 214-860-4408

20) Dallas County Juvenile Department
Detention Center and Probation Dept.
Henry Wade Juvenile Justice Center
2600 Lone Star Dr.
Dallas, TX 75212 214-698-2200

21) Dallas County Sheriff's Department
Rooms C3-6 and C3-7
Frank Crowley Courts Building
133 N. Industrial Blvd.
Dallas, TX 75202
Detective Billy Fetter 214-653-3495

22) Dallas Police Department
Youth Division and Family Crimes
1400 S. Lamar, Rm 1W017
Dallas, TX 75201 214-671-3495

23) Desoto Police Department
Juvenile Youth Division
714 E. Beltline Rd.
Desoto, TX 75115
Det. W. Tillman 469-658-3028

24) Duncanville Police Department
Juvenile Processing Rooms "Located in Lobby"
203 E. Wheatland Rd.
Duncanville, TX 75116
Inv. Warren Evans 972-780-5037

25) Duncanville High School
Rooms L-105 and A118
900 W. Camp Wisdom Rd.
Duncanville, TX 75116
Inv. John Cole 972-708-3713

26) Duncanville Reed Middle School
Room #509
530 E. Freeman Road
Duncanville, TX 75116
Officer R.L. Perry 972-708-3949

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

- 27) Duncanville Byrd Middle School
 Room #400F
 1040 W. Wheatland Road
 Duncanville, TX 75116
 Inv. S. Ivy 972-708-3478
- 28) Duncanville Kennemer Middle School
 Room labeled as "Police", located in Library.
 7101 W. Wheatland Rd.
 Dallas, Texas 75229
 Inv. L. Holcomb 972-708-3713
- 29) Eastfield Community College Police Dept
 Room #N112-E
 3737 Motley Drive
 Mesquite, TX 75150
 Cpt. Michael Horak 972-860-8344
- 30) Eastfield Community College-Pleasant Grove
 Campus Police Department
 Room #112-N
 802 S. Buckner Blvd.
 Dallas, TX 75217
 Cpt. Michael Horak 972-860-8344
- 31) Farmers Branch Police Department
 Juvenile Sect Rm / Rm 156 / Interview Rm
 3723 Valley View Ln
 Farmers Branch, TX 75244
 Sgt E.L. Stokes 972-919-9352
- 32) Garland Police Department
 Room J1008 & J1015
 1900 W. State Street
 Garland, TX 75042
 Lt. Joel Bettes 972-205-1689
- 33) Glenn Heights Police Department
 Patrol Sgt. Office, Squad Rm, CID Office, Lt. Office
 550 E. Bear Creek
 Glenn Heights, TX 75154
 Det. Kevon L. Howard 972-223-3478
- 34) Grand Prairie Police Department
 Rooms J1, J2, J3, J4, J5, J6, 1009, 1010 & 1029
 1525 Arkansas Lane
 Grand Prairie, TX 75052
 Deputy Chief Mike Taylor 972-237-8716
- 35) Grand Prairie Kennedy Middle School
 School Resource Office
 2205 SE 4th Street
 Grand Prairie, TX 75051
 Leon Roddy, S.R. Officer 972-237-8764
- 36) Grand Prairie High School
 Room 511 A & B
 101 High School Dr.
 Grand Prairie, TX 75050
 Off. David Hooper, S.R. Officer 972-870-5707
- 37) Grand Prairie High School
 Ninth Grade Center, Room 201
 102 High School Dr.
 Grand Prairie, TX 75050
 Off. Roy Morin, S.R. Officer 972-237-5603
- 38) South Grand Prairie High School
 A Hall - Resource Office
 301 W. Warrior Trail
 Grand Prairie, TX 75052
 Off. John Almazan, S.R. Officer 972-343-1507
- 39) South Grand Prairie High School
 Ninth Grade Center, Room 401 C
 305 W. Warrior Trail
 Grand Prairie, TX 75052
 Off. Briggs, S.R. Officer 972-343-7607

*To assist referred youth in becoming productive,
 law abiding citizens, while promoting public safety and victim restoration.*

- 40) Highland Park Department of Public Safety
Room 331 and Report Writing Room
4700 Drexel Drive
Dallas, TX 75205 and Dallas, TX 75209
Detective Rusty Nance, 214-559-9306
Lancaster, Texas 75134
Chief Sam Allen 469-261-8889
- 41) Hutchins Police Department
"Patrol Room"
205 W. Hickman
Hutchins, TX 75141
Asst. Chief D.W. Landers 972-225-2225
- 42) Irving Police Department
Municipal Court Room, 2nd Floor
Juvenile Holding Area/Interview Lineup
Juvenile Arraignment Court Room
Irving, Texas 75061
Investigator Jill Smith 972-721-6559
- 43) Lancaster Police Department
Rooms A148 and B122
1650 North Dallas Avenue
Lancaster, TX 75134
Asst. Chief W.C. Smith 972-218-2726
- 44) Lancaster ISD Police Department
Elsie Robinson Middle School
Room 'LISD Police'
822 W. Pleasant Run
Lancaster, Texas 75146
Off. Keith Wilkerson 972-218-3086
- 45) Lancaster ISD Police Department
Lancaster High School
Room G123, Police Office, Room C126A
200 Wintergreen Rd.
Lancaster, Texas 75134
Chief Sam Allen 469-261-8889
- 46) Lancaster ISD Police Department
Headquarters
Room 603
814 W. Pleasant Run Rd.
- 47) Mesquite Police Department
Rooms 1016, 1019, 1021, 1022, 2008, 4045,
4047
777 North Galloway Avenue
Mesquite, TX 75149
Lt. David Gill 972-816-8096
- 48) Methodist Medical Center PD
1441 N. Beckley Ave, Front Lobby
Dallas, TX 75203
Lt. M.P. Barber 214-947-8181
- 49) Richardson Police Department
Youth Crimes Unit/Interview Rm, Rm D-214
140 N. Greenville Ave
Richardson, TX 75081
Sgt. Coby Pewitt 972-744-4924
- 50) Richland College Police Department
Pecos Hall- Rooms P161, P162, P163, P170,
P172, and Kiowa Hall- Room K110
12800 Abrams Rd
Dallas, TX 75243
Sgt. Sena 972-761-6758
- 51) Rowlett Police Dept-Youth Division
4401 Rowlett Road
Rowlett, TX 75030
Lt. David Nabors 972-412-6215
- 52) Sachse Police Department
Juvenile Division & Youth Holding Area, Rooms
116 and 118
3815 Sachse Rd.
Sachse, TX 75048
Chief Richard Benedict 972-495-2271
- 53) Seagoville Police Department
Law Enforcement Center Interview Room and
Patrol Room

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

600 North Highway 175
Seagoville, TX 75159
CID Det. AJ. Jumper 972-287-2999

54) Texas Department of Public Safety
Region 1 Headquarters-Holding Cell Area
350 West Interstate 30
Garland, TX 75043
Sgt. Tim Simmons 214-861-2157

55) UT Southwestern Medical Center Police Dept.
Room BLC 206, BLC 214, and BLC 228
5323 Harry Hines Blvd
Dallas, TX 75390-9027
Lt. Jason Bailey 214-648-8311

56) University Park Police Department
Room 215, 2nd floor
3800 University Boulevard
Dallas, TX 75205
Det. Ken Ardanowski 214-987-5360

57) Union Pacific Railroad
Police Department JPO Room
9211 Forney Road
Dallas, TX 75227
Landon McDowell 972-882-4001

58) Wilmer Police Department
Warrant Office and Patrol Room
219 E. Beltline Rd.
Wilmer, TX 75172
Sgt. Eric Pon 972-441-6565 Ext. 270

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

JUVENILE BOARD ORDER

ORDER NO: 2014-079

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon	Judge William Mazur	Commissioner John Wiley Price
County Judge Clay Jenkins	Ms. Paula Miller	Judge Robert Burns
Judge Gracie Lewis	Judge Craig Smith	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, the Juvenile Board is charged with the responsibility of designating Juvenile Processing Offices pursuant to Juvenile Justice Code 51.02 (12), 52.02 (a) and (b), 52.025 (a), 52.027 (f), 52.05 (a) and (b), 52.01 (a) and (c), 58.01 (4), 52.03 (d), 52.041 (c) and (d), and Article 15.27 of the Code of Criminal Procedures; and

WHEREAS, the Juvenile Board of Dallas County previously approved fifty-eight (58) Juvenile Processing sites; and

WHEREAS, the Coppell Police Department's Room 141 located at 130 S. Town Center Blvd., Coppell, Texas 75019 was previously designated as an approved Juvenile Processing Office by this Department and the Dallas County Juvenile Board; and

WHEREAS, in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, Room 141 was personally inspected by Rudy Acosta, Deputy Director of Probation Services on July 10, 2014 and has determined this site remains suitable as a Juvenile Processing Office; and

WHEREAS, this Juvenile Processing Office at the Coppell Police Department complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*; and

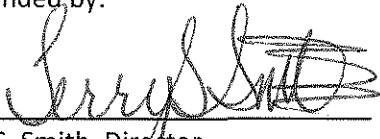
WHEREAS, specific training, under the guidelines of Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act relating to the requirements of the Juvenile Processing Office utilization and operation was provided; the training also outlined the specifics associated with the handling of juveniles in the Juvenile Processing Office; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the renewal of the Juvenile Processing Office for the Coppell Police Department located at 130 S. Town Center Blvd., Coppell, Texas 75019, by approving Room 141 as a designated Processing Office.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

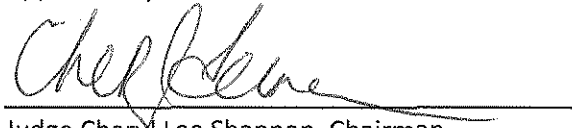
The forgoing Juvenile Board Order was lawfully moved by Judge William Mazur and seconded by Judge Craig Smith, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:

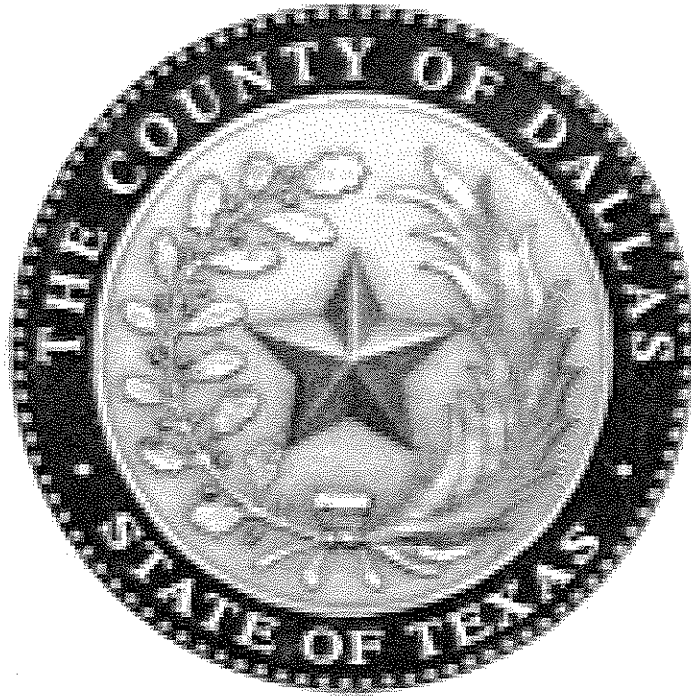


Dr. Terry S. Smith, Director
Dallas County Juvenile Department

Approved by:



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

G.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Processing Office Modification – Richardson Police Department

Background of the Issue:

Amendments passed during the 77th Legislative Session assigns the Juvenile Board the responsibility of designating Juvenile Processing Offices within Dallas County.

The Juvenile Board has previously approved fifty-eight (58) sites as Juvenile Processing Offices (see attached list). The Department regularly reviews sites to make appropriate additions, deletions, modifications, or amendments to this list. When the department is notified of the modification of a site, or receives a request from law enforcement for designation of a new site, we personally inspect the site and appraise the agency of their obligations and responsibilities when processing juveniles at the approved site.

Impact on Operations and Maintenance:

The Juvenile Department is requesting the Juvenile Board approve the following request for modification of a Juvenile Processing Office:

The Richardson Police Department Youth Crimes Unit's Interview Room marked as D-207 / D-208 and Room D-214 located at 140 N. Greenville Avenue, Richardson, Texas 75081 were previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board. In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Richardson Police Department was personally inspected by Rudy Acosta, Deputy Director of Probation Services on July 9, 2014. During the visit, it was determined that the Richardson Police Department continues to use the Youth Crimes Unit's Interview Room as a Juvenile Processing Office. The previously designated Room D-214 has not been used as a Processing Office and will be removed as an approved location. Instead, Room D-211 along with D-207 and D-208 are being requested to be used as Juvenile Processing Offices. Mr. Acosta determined the rooms are suitable as Juvenile Processing Offices.

In addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative during the site visit. The training provided the Agency representative with information from Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office and the specifics associated

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law abiding citizens, while promoting public safety and victim restoration.*

with the handling of juveniles in the Juvenile Processing Office. The training document was signed by the Agency representative and a copy will be maintained by the Juvenile Department.

Strategic Plan Compliance:

This Juvenile Processing Office designation complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*.

Legal Impact:

Law enforcement agencies must follow the Juvenile Justice Code and Code of Criminal Procedure guidelines when processing youthful offenders:

In conformance with Title 3 of the Texas Family Code § 52.025, the Juvenile Board of Dallas County has ordered the plans and guidelines of each law enforcement agency in Dallas County operating a Juvenile Processing Office be amended and adopted as follows:

SECTION 1. Any juvenile taken into custody and not released in the field by the officer shall be brought immediately to either an office or to an official designated site herein without unnecessary delay and without first being taken elsewhere. The juvenile shall not be permitted contact with any adult who is in custody, charged with, or convicted of a crime.

SECTION 2. The following are “offices or rooms designated by the Juvenile Board where a child who has been taken into custody may be taken pursuant to Section 52.02 and 52.025 of the Texas Family Code, and as such are designated as Juvenile Processing Offices,”

The Juvenile Board also requires Juvenile Processing Offices may be used to complete all investigative and administrative activities incident to the taking into custody of the child; said activities including, but not limited to the following:

- (1) The full investigation of each subject offense for which each child is taken into custody and all related offenses admitted to or alleged to be committed by said child, and may be used for temporary detention, for purposes of investigation of the identity and age of the juvenile, and for purposes of investigating and continuing the investigation of each subject offense and each related offense.
- (2) The completion of investigative and administrative paperwork concerning each subject and related offense and the taking of any oral, written, or magistrate confessions as may occur pertaining to each subject or related offense and for all other related investigative conduct such as fingerprinting, photographing, and other medical and/or scientific examinations or testing necessary to the investigation of the subject or related offenses.
- (3) The creation or completion of any essential forms and records, including, but not limited to, all police reports, offense reports, arrest reports, and supplements to said reports and other reports or records, required by the Juvenile Court or Title 3 of the Texas Family Code or other law or the particular law enforcement agency’s procedures.
- (4) The photographing and/or fingerprinting of the child as authorized by Title 3 of the Texas Family Code or other applicable law. Warnings may be issued to the child as required or permitted by Title 3 of the Texas

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law abiding citizens, while promoting public safety and victim restoration.*


Family Code or other applicable law. An oral or written statement of the child may be taken and warning given pursuant to Title 3 of the Texas Family Code either in said Juvenile Processing Office or before an official designated by the Juvenile Court in Section 3 of the order.

- (5) All administrative steps incident to the taking into custody of the child.

Recommendation:

The Juvenile Department recommends the Juvenile Board approve the renewal of the Juvenile Processing Office for the Richardson Police Department located at 140 N. Greenville Avenue, Richardson, Texas 75081, by approving the Youth Crimes Unit's Interview Room D-207 and D-208. In addition, the Juvenile Department recommends the Juvenile Board approve removing Room D-214 as a designated Processing Office and add Room D-211.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

**JUVENILE PROCESSING OFFICE DESIGNATIONS
DALLAS COUNTY JUVENILE BOARD**

- 1) Addison Police Department
Juvenile Processing/Briefing Room
4799 Airport Parkway
Addison, TX 75001
Detention Supervisor, Mr. Michael Meharg
972-450-7120
- 2) Balch Springs Police Department
Juvenile/Holding Processing Room
12500 Elam Road
Balch Springs, TX 75180
Sgt. Gilbert 972-557-6036
- 3) Baylor Health Care Department of Public
Safety – Police Supervisors Room
4005 Crutcher Street, Ste 100
Dallas, TX 75246
Asst. Chief Jesse Gomez/Det. Marlena Colvin
214-820-6193
- 4) Carrollton Police Department
Youth Services Section Room 119 & 112
2025 Jackson
Carrollton, TX 75006
Sgt. Bill Janecek/Joel Payne 972-466-9144
- 5) Cedar Hill Police Department
Rooms C-142, C-145, C-146, C-147,
C-219, C-220, C-221, C-222
285 Uptown Boulevard, Building 200
Cedar Hill, TX 75104
Lt. Steve Laferty 972-291-5181
Ext2048
- 6) Cedar Hill ISD Police Department
Cedar Hill High School-SRO Offices
(1)near cafeteria, (2)at Main Entrance
#1 Longhorn Blvd
Cedar Hill, TX 75104
Chief C.W. Burruss 972-291-1581
- 7) Cedar Hill ISD Police Department
W.S. Permenter Middle School
Room labeled as “SRO Office,”
located next to Front Office.
431 W. Parkerville Rd.
Cedar Hill, TX 75104
Chief C.W. Burruss 972-293-1581
- 8) Cedar Hill 9th Grade Center
Room labeled as “SRO Office”, located behind
Administration Area
1515 W. Beltline Road
Cedar Hill, Texas 75104 972-291-1581
- 9) Cedar Hill ISD Police Department
Bessie Coleman Middle School
“Police Office” and adjoining office
1208 Pleasant Run Rd
Cedar Hill, Texas 75104 972-291-1581
- 10) Cedar Hill Marshall’s Office
285 Uptown Boulevard, Room 7108
Cedar Hill, TX 75014
Marshall Leland Herron 972 291-1500 Ext.1048
- 11) Cedar Valley Community College Police Dept
Room F120-E
3030 North Dallas Avenue
Lancaster, TX 75134
Chief Tim Stewart 972-860-8287
- 12) Charlton Methodist Medical Cntr
3500 W. Wheatland – CID Office
Dallas, TX 75203
Lt. Kraft 214-947-7701
- 13) City of Combine Municipal Court

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

- Combine Police Department
Judge's Office, Chief's Office
123 Davis Rd.
Combine, Texas 75159 972-476-8790
- 14) Cockrell Hill Police Department
Juvenile Interview Room and Sergeants Office
4125 W. Clarendon Drive
Dallas, TX 75211
Sgt. Beckman 214-339-4141
- 15) Coppell Police Department
Room 141
130 S. Town Center Blvd.
Coppell, TX 75019
Det. Smith 972-304-3606
- 16) Dallas Independent School District Police
Department
Holding Rm, Detail Rm, and Detectives Off
1402 Seegar Street
Dallas, Texas 75215
Deputy Chief Gary Hodges 214-932-5610
- 17) DFW International Airport Police
Public Safety Station One, Conf. Rm 154
Small & Large Conference Room - CID
2900 E. 28th St.
DFW Airport, TX 75261
Sgt. Malcolm A. Mosely 972-574-5576
- 18) Dallas County Hospital District
Police Department
Police Roll Call Room
5201 Harry Hines Blvd.
Dallas, Texas 75235
Capt. Richard D. Roebuck Jr. 214-590-4330
- 19) Dallas County Juvenile Department
Truancy and Class C Enforcement Center
414 S.R.L. Thornton Freeway
Dallas, TX 75203
Marquita Fisher 214-860-4408
- 20) Dallas County Juvenile Department
Detention Center and Probation Dept.
Henry Wade Juvenile Justice Center
2600 Lone Star Dr.
Dallas, TX 75212 214-698-2200
- 21) Dallas County Sheriff's Department
Rooms C3-6 and C3-7
Frank Crowley Courts Building
133 N. Industrial Blvd.
Dallas, TX 75202
Detective Billy Fetter 214-653-3495
- 22) Dallas Police Department
Youth Division and Family Crimes
1400 S. Lamar, Rm 1W017
Dallas, TX 75201 214-671-3495
- 23) Desoto Police Department
Juvenile Youth Division
714 E. Beltline Rd.
Desoto, TX 75115
Det. W. Tillman 469-658-3028
- 24) Duncanville Police Department
Juvenile Processing Rooms "Located in Lobby"
203 E. Wheatland Rd.
Duncanville, TX 75116
Inv. Warren Evans 972-780-5037
- 25) Duncanville High School
Rooms L-105 and A118
900 W. Camp Wisdom Rd.
Duncanville, TX 75116
Inv. John Cole 972-708-3713
- 26) Duncanville Reed Middle School
Room #509
530 E. Freeman Road
Duncanville, TX 75116
Officer R.L. Perry 972-708-3949

*To assist referred youth in becoming productive,
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- 27) Duncanville Byrd Middle School
Room #400F
1040 W. Wheatland Road
Duncanville, TX 75116
Inv. S. Ivy 972-708-3478
- 28) Duncanville Kennemer Middle School
Room labeled as "Police", located in Library.
7101 W. Wheatland Rd.
Dallas, Texas 75229
Inv. L. Holcomb 972-708-3713
- 29) Eastfield Community College Police Dept
Room #N112-E
3737 Motley Drive
Mesquite, TX 75150
Cpt. Michael Horak 972-860-8344
- 30) Eastfield Community College-Pleasant Grove
Campus Police Department
Room #112-N
802 S. Buckner Blvd.
Dallas, TX 75217
Cpt. Michael Horak 972-860-8344
- 31) Farmers Branch Police Department
Juvenile Sect Rm / Rm 156 / Interview Rm
3723 Valley View Ln
Farmers Branch, TX 75244
Sgt E.L. Stokes 972-919-9352
- 32) Garland Police Department
Room J1008 & J1015
1900 W. State Street
Garland, TX 75042
Lt. Joel Bettis 972-205-1689
- 33) Glenn Heights Police Department
- Patrol Sgt. Office, Squad Rm, CID Office, Lt. Office
550 E. Bear Creek
Glenn Heights, TX 75154
Det. Kevon L. Howard 972-223-3478
- 34) Grand Prairie Police Department
Rooms J1, J2, J3, J4, J5, J6, 1009, 1010 & 1029
1525 Arkansas Lane
Grand Prairie, TX 75052
Deputy Chief Mike Taylor 972-237-8716
- 35) Grand Prairie Kennedy Middle School
School Resource Office
2205 SE 4th Street
Grand Prairie, TX 75051
Leon Roddy, S.R. Officer 972-237-8764
- 36) Grand Prairie High School
Room 511 A & B
101 High School Dr.
Grand Prairie, TX 75050
Off. David Hooper, S.R. Officer 972-870-5707
- 37) Grand Prairie High School
Ninth Grade Center, Room 201
102 High School Dr.
Grand Prairie, TX 75050
Off. Roy Morin, S.R. Officer 972-237-5603
- 38) South Grand Prairie High School
A Hall - Resource Office
301 W. Warrior Trail
Grand Prairie, TX 75052
Off. John Almazan, S.R. Officer 972-343-1507
- 39) South Grand Prairie High School
Ninth Grade Center, Room 401 C
305 W. Warrior Trail
Grand Prairie, TX 75052
Off. Briggs, S.R. Officer 972-343-7607

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law abiding citizens, while promoting public safety and victim restoration.*

- 40) Highland Park Department of Public Safety
Room 331 and Report Writing Room
4700 Drexel Drive
Dallas, TX 75205 and Dallas, TX 75209
Detective Rusty Nance, 214-559-9306
- 41) Hutchins Police Department
“Patrol Room”
205 W. Hickman
Hutchins, TX 75141
Asst. Chief D.W. Landers 972-225-2225
- 42) Irving Police Department
Municipal Court Room, 2nd Floor
Juvenile Holding Area/Interview Lineup
Juvenile Arraignment Court Room
Irving, Texas 75061
Investigator Jill Smith 972-721-6559
- 43) Lancaster Police Department
Rooms A148 and B122
1650 North Dallas Avenue
Lancaster, TX 75134
Asst. Chief W.C. Smith 972-218-2726
- 44) Lancaster ISD Police Department
Elsie Robinson Middle School
Room ‘LISD Police’
822 W. Pleasant Run
Lancaster, Texas 75146
Off. Keith Wilkerson 972-218-3086
- 45) Lancaster ISD Police Department
Lancaster High School
Room G123, Police Office, Room C126A
200 Wintergreen Rd.
Lancaster, Texas 75134
Chief Sam Allen 469-261-8889
- 46) Lancaster ISD Police Department
Headquarters
Room 603
814 W. Pleasant Run Rd.
- Lancaster, Texas 75134
Chief Sam Allen 469-261-8889
- 47) Mesquite Police Department
Rooms 1016, 1019, 1021, 1022, 2008, 4045,
4047
777 North Galloway Avenue
Mesquite, TX 75149
Lt. David Gill 972-816-8096
- 48) Methodist Medical Center PD
1441 N. Beckley Ave, Front Lobby
Dallas, TX 75203
Lt. M.P. Barber 214-947-8181
- 49) Richardson Police Department
Youth Crimes Unit
Interview Room D-207 / D208, Room D-211
140 N. Greenville Ave
Richardson, TX 75081
Sgt. Jamie Gerhart 972-744-4862
- 50) Richland College Police Department
Pecos Hall- Rooms P161, P162, P163, P170,
P172, and Kiowa Hall- Room K110
12800 Abrams Rd
Dallas, TX 75243
Sgt. Sena 972-761-6758
- 51) Rowlett Police Dept-Youth Division
4401 Rowlett Road
Rowlett, TX 75030
Lt. David Nabors 972-412-6215
- 52) Sachse Police Department
Juvenile Division & Youth Holding Area, Rooms
116 and 118
3815 Sachse Rd.
Sachse, TX 75048
Chief Richard Benedict 972-495-2271
- 53) Seagoville Police Department

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

Law Enforcement Center Interview Room and
Patrol Room

600 North Highway 175

Seagoville, TX 75159

CID Det. AJ. Jumper 972-287-2999

54) Texas Department of Public Safety
Region 1 Headquarters-Holding Cell Area
350 West Interstate 30
Garland, TX 75043
Sgt. Tim Simmons 214-861-2157

55) UT Southwestern Medical Center Police Dept.
Room BLC 206, BLC 214, and BLC 228
5323 Harry Hines Blvd
Dallas, TX 75390-9027
Lt. Jason Bailey 214-648-8311

56) University Park Police Department
Room 215, 2nd floor
3800 University Boulevard
Dallas, TX 75205
Det. Ken Ardanowski 214-987-5360

57) Union Pacific Railroad
Police Department JPO Room
9211 Forney Road
Dallas, TX 75227
Landon McDowell 972-882-4001

58) Wilmer Police Department
Warrant Office and Patrol Room
219 E. Beltline Rd.
Wilmer, TX 75172
Sgt. Eric Pon 972-441-6565 Ext. 270

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

JUVENILE BOARD ORDER

ORDER NO: 2014-080

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon	Judge William Mazur	Commissioner John Wiley Price
County Judge Clay Jenkins	Ms. Paula Miller	Judge Robert Burns
Judge Gracie Lewis	Judge Craig Smith	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, the Juvenile Board is charged with the responsibility of designating Juvenile Processing Offices pursuant to Juvenile Justice Code 51.02 (12), 52.02 (a) and (b), 52.025 (a), 52.027 (f), 52.05 (a) and (b), 52.01 (a) and (c), 58.01 (4), 52.03 (d), 52.041 (c) and (d), and Article 15.27 of the Code of Criminal Procedures; and

WHEREAS, the Juvenile Board of Dallas County previously approved fifty-eight (58) Juvenile Processing sites; and

WHEREAS, the Richardson Police Department Youth Crimes Unit's Interview Room marked as D-207 / D-208 and Room D-214 located at 140 N. Greenville Avenue, Richardson, Texas 75081 were previously designated as approved Juvenile Processing Offices by this Department and the Dallas County Juvenile Board; and

WHEREAS, in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually, the Richardson Police Department was personally inspected by Rudy Acosta, Deputy Director of Probation Services on July 9, 2014; and

WHEREAS, during the visit, it was determined that the Richardson Police Department continues to use the Youth Crimes Unit's Interview Room as a Juvenile Processing Office.; the previously designated Room D-214 has not been used as a Processing Office and will be removed as an approved location; instead, Room D-211 along with D-207 and D-208 are being requested to be used as a Juvenile Processing Offices; Mr. Acosta determined the rooms are suitable as Juvenile Processing Offices; and

WHEREAS, this Juvenile Processing Office at the Richardson Police Department complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*; and

WHEREAS, specific training, under the guidelines of Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act relating to the requirements of the Juvenile Processing Office utilization and operation was provided; the training also outlined the specifics associated with the handling of juveniles in the Juvenile Processing Office; and

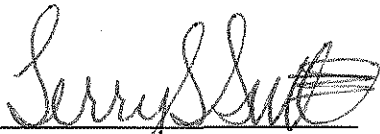
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the renewal of the Juvenile Processing Office for the Richardson Police Department located at 140 N. Greenville Avenue, Richardson, Texas 75081, by approving the Youth Crimes Unit’s Interview Room D-207 and D-208. In addition, the Juvenile Department recommends the Juvenile Board approve removing Room D-214 as a designated Processing Office and add Room D-211.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

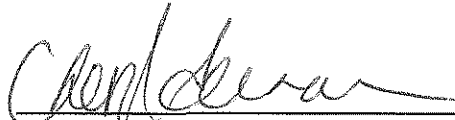
The forgoing Juvenile Board Order was lawfully moved by Judge Gracie Lewis and seconded by Judge Craig Smith, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:

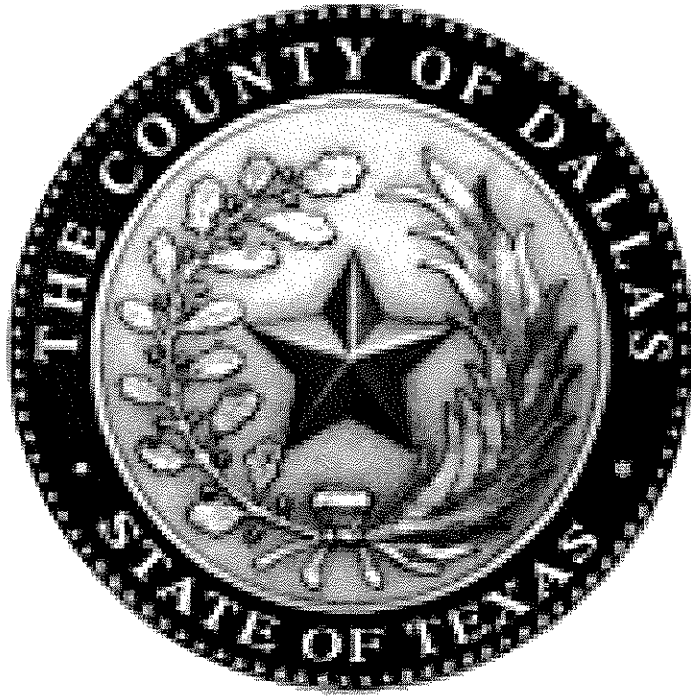
Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

H.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28th, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Dallas County Juvenile Department
Re: FY2015 Contract with Southwestern Medical Center for Psychological Services

BACKGROUND OF ISSUE:

The Dallas County Juvenile Department contracts with the University of Texas Southwestern Medical Center to assist in the provision of psychological services, including psychological screening, testing and evaluation, crisis intervention, and psycho-educational training for families, counseling, and consultation services. The Juvenile Department utilizes doctoral level interns to respond to requests for psychological screens and evaluations on a cost effective and timely basis.

The Juvenile Board approved an inter-local agreement with the University of Texas Southwestern Medical Center in July, 2011, which allows for four additional one-year renewals upon written mutual agreement of both parties. Dallas County has agreed to exercise the third of the four additional one year renewals with The University of Texas Southwestern Medical Center. The Juvenile Department desires to continue the contract with the University of Texas Southwestern Medical Center; the purpose of this briefing is to request the Juvenile Board's approval to ratify the contract to allow for the purchase of adjunctive psychological services in the amount of \$69,705.

This briefing requests Juvenile Board approval to enter into the inter-local agreement for the period of September 1, 2014, through August 31, 2015.

OPERATIONAL IMPACT:

Without the services provided through this contract, Court proceedings could possibly be delayed as placement recommendations/decisions cannot be completed without psychological screens and evaluations. Moreover, the utilization of interns serves as a vital function to extending the services available to youth and families by maximizing the service delivery system of the full-time staff. In addition, with the initiatives associated with the Annie E. Casey Foundation Juvenile Detention Alternatives Initiatives (JDAI) there has been an increased emphasis on rapid assessment thereby establishing the need for the services offered by the interns.

STRATEGIC PLAN COMPLIANCE:

This request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County is *safe, secure, and prepared* by the effective allocation of juvenile justice resources around Dallas County.

To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.

LEGAL IMPACT:

The agreement has been approved as to form by the District Attorney's Office, Assistant District Attorney, Denika Caruthers.

FINANCIAL IMPACT:

Funding for the purchase of psychological services under this contract is available from the Texas Juvenile Justice Department grant funds and the Juvenile Department's budget. The University of Texas Southwestern Medical Center shall provide a minimum of 5,155 hours for psychological services at the rate of \$13.52 per hour, not to exceed \$69,705 for the contract period. The Juvenile Department will pay for these services in equal monthly payments, understanding that a disproportionate number of hours will be provided during the months of June, July, and August.

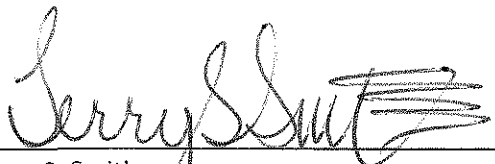
PROJECT SCHEDULE:

The term of the inter-local agreement/contract is from September 1, 2014, through August 31, 2015.

RECOMMENDATION:

It is respectfully recommended that the Juvenile Board approve the third of the four additional one year renewals with The University of Texas Southwestern Medical Center of the Inter-local agreement between the Juvenile Department and the University of Texas Southwestern Medical Center; to ratify the amount not to exceed \$69,705. It is further recommended that the Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

Recommended By:



Dr. Terry S. Smith
Dallas County Juvenile Department

To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.

JUVENILE BOARD ORDER

ORDER NO: 2014-081

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon	Judge William Mazur	Commissioner John Wiley Price
County Judge Clay Jenkins	Ms. Paula Miller	Judge Robert Burns
Judge Gracie Lewis	Judge Craig Smith	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, the Dallas County Juvenile Board was briefed on July 28, 2014, regarding the request to approve the ratification to exercise the third of the four amendments to extend the psychological services contract with The University of Texas Southwestern Medical Center adjunctive psychological services; and

WHEREAS, the contract provisions state that the number of hours of services be a minimum of 5,155 hours and to allow for four additional one-year renewals; and

WHEREAS, the total contract is \$69,705 annually. Funding through the Texas Juvenile Justice Department State Aid Grant and Juvenile Department Budget; and

WHEREAS, the Dallas County Juvenile Department contracts with the University of Texas Southwestern Medical Center to assist in the provision of psychological services; and

WHEREAS, the inter-local agreement/contract period from September 1, 2014, through August 31, 2015, and payment for these services will be made in equal monthly payments, understanding that a disproportionate number of hours will be provided during the months of June, July, and August; and

WHEREAS, this request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County is *safe, secure, and prepared* by the effective allocation of juvenile justice resources around Dallas County.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Inter-local Agreement between the Juvenile Department and the University of Texas Southwestern Medical Center, to ratify the annual contract amount not to exceed \$69,705 for the term of September 1, 2014, through August 31, 2015, and authorizes the Chairman of the Juvenile Board to sign the agreement and related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

The forgoing Juvenile Board Order was lawfully moved by Judge Craig Smith and seconded by Judge Gracie Lewis, and duly adopted by the Juvenile Board on a vote of 7 for the motion and 1 opposed.

Recommended by:

Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT TO PROVIDE PSYCHOLOGICAL SERVICES BETWEEN
UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS
AND
DALLAS COUNTY JUVENILE BOARD,
ON BEHALF OF THE
THE DALLAS COUNTY JUVENILE DEPARTMENT**

WHEREAS, The University of Texas Southwestern Medical Center at Dallas (“UT Southwestern”) is an agency of the State of Texas; and the Dallas County (“County”) and the Dallas County Juvenile Board (“DCJB”) are governmental entities of the State of Texas; and

WHEREAS, UT Southwestern has agreed to provide psychological services to the youths of the Dallas County Juvenile Department (“DCJD”), including youths in the Henry Wade Juvenile Justice Center’s detention facility, located at 2600 Lone Star Dr., Dallas, Texas 75212; Marzelle C. Hill Transition Center, located at 2600 Lone Star Dr., Dallas, Texas 75212; Letot Center, located at 10505 Denton Dr., Dallas, Texas 75220; the Dallas County Youth Village, located at 1508 East Langdon Rd., Dallas, Texas 75241 the Lyle B. Medlock Youth Treatment Center located at 1508A East Langdon Rd., Dallas, Texas 75241 (“Facilities”); and

WHEREAS, The youths referenced are juveniles who are classified as detainees at the Facilities.

NOW THEREFORE, UT Southwestern and DCJB, on behalf of DCJD, enter into this Agreement pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, as amended, for provision of psychological services by UT Southwestern to the youths of DCJD, including those in the Henry Wade Juvenile Justice Center’s detention facility, Marzelle C. Hill Transition Center, Letot Center, the Dallas County Youth Village, and the Lyle B. Medlock Youth Treatment Center for the mutual consideration as stated herein.

1. TERM

The term of this Agreement shall be effective from September 1, 2014 through August 31, 2015 with the option to allow for four additional one-year renewals, unless otherwise stated in this Agreement. Dallas County has agreed to exercise the third of four renewals to extend the contract with UT Southwestern.

2. RELATIONSHIP OF THE PARTIES

Each party is acting independently, and neither is an agent, servant, employee or joint enterprise of the other. UT Southwestern represents that it has, or will secure at its own expense, all personnel and consultants required in performing the Services under this Agreement. Such personnel and consultants shall not be employees of, or have any contractual relationship with DCJD. No officer and/or member of the governing body of the DCJD and/or DCJB shall participate in any decision relating to this Agreement which affects their personal interest or have any pecuniary interest in this Agreement or process thereof.

3. SCOPE OF WORK

A. RESPONSIBILITIES OF UT SOUTHWESTERN

UT Southwestern, through the services of the Chairman of the Graduate Program in Clinical Psychology, Department of Psychiatry, and the Psychology Staff and Fellows, shall provide the following Services at the request of DCJD and implement under the control of the Juvenile Department within the scope of general psychology, including but not necessarily limited to the following:

- 1) Psychological screening, testing and evaluations for the youths or juveniles and their families;
- 2) Crisis intervention and psycho-educational training with the youths and their families;
- 3) Psychological screening and consultation services to the Facilities: Henry Wade Juvenile Justice Center's detention facility; Dallas County Youth Village; Marzelle C. Hill Center and Letot Center; and
- 4) UT Southwestern shall provide a minimum of Five Thousand One Hundred Fifty-Five (5,155) hours of psychological services at a rate of Thirteen and 52/100 Dollars (\$13.52) per hour, not to exceed Sixty Nine Thousand Seven Hundred and Five Dollars (\$69,705) for the term of this Agreement.

B. RESPONSIBILITIES OF THE DCJD

- 1) Reimbursement for provision of psychological services will be provided in equal monthly payments, with the understanding that a disproportionate number of hours will be provided during the months of June, July, and August;
- 2) The total amount for this Agreement shall not exceed Sixty Nine Thousand Seven Hundred and Five 00/100 Dollars (\$69,705); and
- 3) The funds to be used for the payment of services performed under this Agreement will be State funds through the Texas Juvenile Justice Department and the Juvenile Department Budget.

4. TERMINATION

Either party may terminate this Agreement and any renewal thereof, with or without cause, by sending thirty (30) day prior written notice to the other party.

5. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

DCJB/DCJD:

Dr. Terry S. Smith, Director
Dallas County Juvenile Department
Dallas, Texas 75212
Phone: 214-698-2222
Fax: 214-698-5508
Email: terry.smith@dallascounty.org

UT SOUTHWESTERN:

Arnim Dontes, Exec. VP Business
Univ. of TX Southwestern Med. Ctr.
5323 Harry Hines Boulevard
Dallas, Texas 75390-9013
Phone: (214) 648-4352
Fax: (214) 648-0845

6. INDEMNIFICATION

- A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney’s fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Contract, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Contract and caused by the sole negligence of the County, its agents, officers, and/or employees.
- B. UT Southwestern, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that UT Southwestern may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney’s fees, against UT Southwestern or its students, including workers compensation claims, arising out of the performance of the students or UT Southwestern employees under this Contract, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Contract and caused by the sole negligence of the UT Southwestern, its students, agents, officers, and/or employees.

7. INSURANCE

- A. UT Southwestern agrees that it will at all times during the term of this Agreement maintain in full force and effect self-insurance to the extent permitted by applicable law under a plan of self-insurance that is also maintained in accordance with sound accounting practices. UT Southwestern shall furnish (upon request) to County with satisfactory evidence of the existence of an insurance reserve adequate for the risks involved hereunder. It is expressly agreed that UT Southwestern will be solely responsible for all cost of any such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage.
- B. It is the intent of these provisions that insurance or self-insurance cover all cost allowed by Texas law. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire term of this Agreement including any renewals or extensions. If any of the minimum insurance required under this Agreement lapses, is reduced below minimum requirements or is prematurely terminated for any reason, the County shall withhold any and all payments due UT Southwestern until UT Southwestern demonstrates compliance with the Agreement requirements and provides security satisfactory to County for the potential liability resulting from the lack of required insurance. This provision shall survive the Agreement termination. UT Southwestern shall provide, at a minimum, the following coverages:

- 1) Workers' Compensation Self-Insurance. Meeting the statutory requirements of the Texas Workman's Compensation Act;
 - 2) Professional Liability Insurance. Pursuant to The University of Texas System Professional Medical Liability Benefit Plan, UT Southwestern will maintain coverage in the amounts of \$100,000 per claim and \$300,000 annual aggregate covering the duties performed under and during the term of this Agreement by UT Southwestern, with certificates of insurance evidencing such coverage to be provided to the County upon request.
 - 3) General Liability. Because UT Southwestern is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of UT Southwestern (other than medical liability of medical staff physicians) is provided for solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code.
 - 4) Comprehensive Automotive Liability Insurance. Covering UT Southwestern owned vehicles, with the minimum limits of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per accident for bodily injury and One Hundred Thousand and 00/100 Dollars (\$100,000) per accident for property damages.
- C. UT Southwestern shall notify County in the event of any change in any applicable coverages and shall give such notices not less than forty-five (45) days prior to the change, which notice must be accompanied by a replacement Certificate of Insurance if applicable.
- D. Approval, disapproval or failure to act by the County regarding any insurance supplied by UT Southwestern shall not relieve UT Southwestern of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate UT Southwestern.

8. SUBCONTRACTING

- A. UT Southwestern may not enter into agreements with subcontractors for delivery of the designated services outlined in this Agreement without prior written consent of the DCJB. The costs of all subcontracted services are included in the fees paid herein, unless otherwise stated. In selecting subcontractors, UT Southwestern shall ensure that existing community-based organizations are utilized to the fullest extent possible.
- B. Subcontracts, if any, entered into by the UT Southwestern will be in writing and subject to all requirements herein. UT Southwestern agrees that it will be responsible to DCJB for the performance of any subcontractor. Also, UT Southwestern shall pay all subcontractors in a timely manner.

9. CHOICE OF LAWS AND VENUE

In providing services required by this Agreement, UT Southwestern must observe and comply with all licenses, legal certifications, or inspections required for the services, Facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. This Agreement

shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.

10. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

11. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

12. ENTIRE AGREEMENT

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

13. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

14. FEDERAL FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or federal funding, UT Southwestern agrees to timely comply without additional cost or expense to DCJB, unless otherwise specified herein, to any statute, rule, regulation, grant, Agreement provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

15. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

16. ASSIGNMENT

UT Southwestern assures that it will not transfer or assign its interest in this Agreement without the prior written consent of the DCJB. UT Southwestern understands that in the event that all or substantially all of UT Southwestern's assets are acquired by another entity, UT Southwestern is still obligated to fulfill the terms and conditions of this Agreement.

17. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

18. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to UT Southwestern's governmental immunity and DCJB's sovereign immunity, Title 5 of the Texas Civil Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or the DCJB has by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Agreement.

19. PREVENTION OF FRAUD AND ABUSE

UT Southwestern shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or Program abuse involving UT Southwestern's employees or agents that involve funds or activities under this agreement shall be reported immediately by the DCJB to the Office of the Inspector General for appropriate action. Moreover, UT Southwestern warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. UT Southwestern shall, upon notice by DCJB, refund expenditures of the UT Southwestern that are contrary to this Agreement and deemed inappropriate by the DCJB. Said notice requires that the DCJB provide written notice of such claims and include the evidence and reasons for such charges.

20. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the DCJB under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement. UT Southwestern shall have no right of action against DCJB in the event DCJB is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that DCJB is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, DCJB, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to UT Southwestern at the earliest possible time prior to the end of its fiscal year; however, DCJB shall be required to pay UT Southwestern for services already received at the time it gives notice.

21. CONFIDENTIALITY AND RECORDS

Both parties shall safeguard and adhere to all confidentiality, privacy and security requirements according to the applicable federal, State and local rules and regulations for the privacy and security of all information, including without limitation HIV/AIDS-related information, accessed while performing under this Agreement.

All records created under this Agreement shall belong to the DCJB and DCJD.

22. PROMPT PAYMENT ACT

UT Southwestern agrees that a temporary delay in making payments due to the DCJB's or DCJD's accounting and disbursement procedures shall not place them in default of this Agreement and shall not render the DCJB and/or DCJD liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251, Texas Government Code, as amended.

23. FORCE MAJEURE

Neither DCJB nor UT Southwestern shall be deemed in violation of this Agreement if either is prevented from performing any of the obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect. In the event of such an occurrence the time for performance of such obligations or duty shall be suspended until such time that such disability to perform, for which the party is not responsible or circumstances beyond its control, shall be removed. The party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. Each party shall make all reasonable efforts to mitigate the effects of any suspension.

24. TRANSITION SERVICES

Upon notice of termination and/or expiration of this Agreement, the DCJB shall have the right to request an audit (and UT Southwestern shall reasonably accommodate such a request), at DCJB expense and at a reasonable time mutually agreed upon by the parties, any and all records of UT Southwestern relating to this Agreement. Moreover, upon termination and/or expiration date of this Agreement, UT Southwestern agrees to transition the Services provided herein in a cooperative manner and provide the following to DCJB or DCJD, within sixty (60) days after the date of termination and/or expiration: (i) All Agreement and Services documentation identified in a complete, neat and orderly manner; and (ii) Good faith pledge to cooperate with DCJB upon transition of Services to another contractor or DCJB department providing the same or similar services; and (iii) Final accounting of all income from the Agreement; and (iv) Downloading and removal of all DCJB information from UT Southwestern's equipment and software; and (v) Removal of UT Southwestern's Services without effecting the integrity of DCJB's systems; and (v) All Records and DCJB property. This provision shall survive Agreement termination. If UT Southwestern is requested to provide additional services beyond those outlined herein, it shall be compensated at a rate to be mutually agreed upon prior to provision of such services.

25. SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of UT Southwestern, or representing themselves as signing and executing this Agreement on behalf of UT Southwestern, do hereby warrant and guarantee that he, she or they have been duly authorized by UT Southwestern to execute this Agreement on behalf of UT Southwestern and to validly and legally bind UT Southwestern to all terms, performances and provisions herein set forth.

EXECUTED IN QUADRUPLICATE THIS _____ DAY OF _____ 2014.

DCJB

UT SOUTHWESTERN:

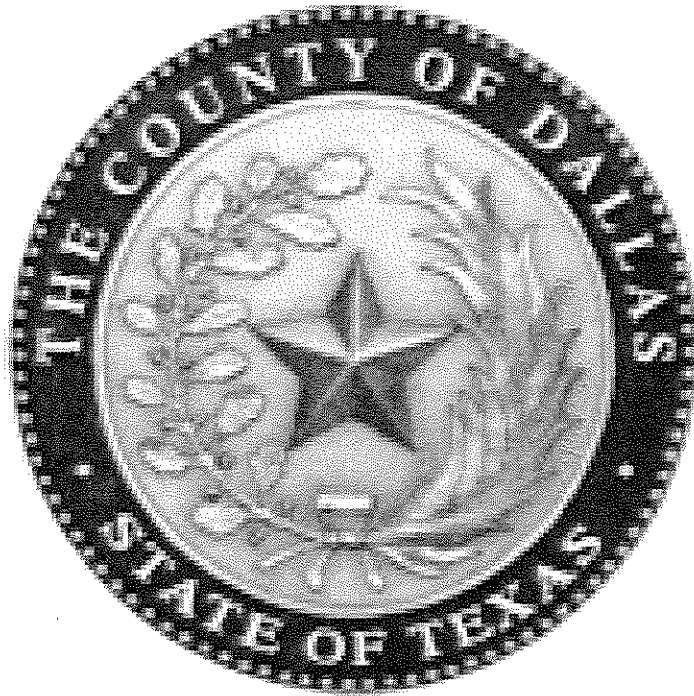
BY: Judge Cheryl Lee-Shannon, Chairman
Dallas County Juvenile Board

BY: Shawn Cohenour
Director, Contracts Management

RECOMMENDED BY:

BY: Dr. Terry S. Smith, Director
Dallas County Juvenile Department

*By law, the District Attorneys' Office may only advise or approve contracts or legal documents on behalf of its Clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our Client. Our approval of this document was offered solely for the benefit of our Client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



AGENDA ITEM

I.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Renewal of Inter-local Agreement with Victoria County for FY2015

Background of Issue:

The Dallas County Juvenile Department entered into an inter-local agreement with Victoria County for use of the Victoria Regional Juvenile Justice Center (VRJJC) as a residential placement option in FY2008. The Juvenile Department utilizes the Victoria County facility for difficult to place youth who have been unsuccessful in several previous placements; youth who exhibit aggressive behaviors; and youth who have an extensive run away history. A total of seven (7) Dallas County youth received treatment at VRJJC during the review period. Currently, four (4) Dallas County youth remain in treatment at the facility. The purpose of this briefing is to request the Juvenile Board's approval to renew the inter-local agreement with Victoria County for utilization of the VRJJC as a placement option during FY2015.

Evaluation Process:

The evaluation process for contract renewal involves an analysis of the contractor's performance outcomes in comparison to a three year historical average for the department's contract secure facility programs. The performance criterion includes the rate of successful discharge, the average length of stay for successfully discharged youth (for the period July 1, 2013 – June 30, 2014), as well as the contractor's rate of recidivism which was determined thru an analysis of all cases which successfully discharged from the contractor's facility during the twelve month period of January 1, 2013 – December 31, 2013. The utilization of this timeframe allowed for the analysis of recidivism on successfully discharged youth at six (6) months post-discharge.

An analysis of the contractor's performance data for the review periods revealed the following performance outcomes for the FY2014:

FY2014 Performance Evaluation Criteria	DCJD FY2014 Performance Measures for Secure Facilities	VCRJJC FY2014 Performance Outcomes
Rate of Successful Discharge:	86%	66%*
Rate of Recidivism for Successful Discharges:	35%	33%
Avg. Length of Stay for Successful Discharges:	180 days (standard)	178 days*

* = Outcome considered skewed due to the minimal number of actual discharges (3) during the review period.

The contractor's successful discharge rate of 66% and the average length of stay for successful discharges (178 days) are considered to be skewed as the outcomes are based on the discharge of only three (3) Dallas County youth during the review period. The contractor's FY2013 performance outcomes for rate of successful discharge and average length of stay for successful discharges were 79% and 177 days, respectively.

Regarding the rate of recidivism for successful discharges, a total of nine (9) Dallas County youth successfully discharged from VRJJC during the recidivism review period. Of that number, three (3) youth received new referrals to the Juvenile Department within 180 days of their discharge from VRJJC. This constitutes the contractor's 33% rate of recidivism which is less than the Department's performance measure for contract secure facilities (35%).

The evaluation process for contract renewal also includes a review of the contractor's Compliance Performance Rating Profile report which reflects the outcome of the Texas Juvenile Justice Department's (TJJD) standards compliance monitoring visit. The facility received an overall score of 98.64 % for the FY2014 monitoring visit which took place on November 13, 2013. It is important to note that the facility scored 100% on Level 1 and 96% on Level 2 which are considered most important areas of concern as they relate to health, safety and security matters.

The Juvenile Department's FY2014 annual site review of the Victoria County facility was conducted on October 2, 2013 by the department's Contract Services Unit. The results of the site review were favorable.

Impact on Operations and Maintenance:

The Contract Services Unit will administer and monitor this contract. Field and Assessment Probation staff will refer youth to this program for treatment. Subsequent to the recommendation of probation staff, the District Courts will court-order youth to the residential placement program.

Strategic Plan Compliance:

This request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County is *safe, secure, and prepared by expanding disposition alternatives with regard to residential treatment for youth/families involved in the juvenile justice system.*

Legal Impact:

The FY2013 Inter-local agreement with Victoria County contains an automatic renewal clause for additional twelve month periods. Assistant District Attorney, Denika Caruthers has reviewed the contract renewal process, and determined that during renewal years it is not necessary to re-issue new contract documents, and thus no signatures are required. Any fiscal or programmatic changes to the existing contract will be submitted to Commissioners Court for review through a contract amendment process.

Financial Impact/Considerations:

There will be no change in the reimbursement rate structure for FY2015. The rate structure, which is consistent with rates established by TJJD, will remain at the following per diems for FY2015:

Post Adjudication Specialized Level (Pregnant Females):	\$ 140.00
Post Adjudication Moderate Level (Males and Non-Pregnant Females):	\$ 98.00

Funding for this program will be utilized from the Juvenile Department's 5110 budget and by grants provided by the Texas Juvenile Justice Department and Criminal Justice Division.

Performance Measures Impact:

The Department will set FY 2015 performance goals and objectives based on FY 2014 evaluation criterion (e.g., length of stay, successful program completion, and recidivism rates). The provider will be notified of these targets and informed that their performance and individual evaluation scores will be the initial impetus in recommending contract renewal for FY 2016. Contract Services staff will evaluate the provider's ability to achieve the set performance goals and objectives.

Project Schedule/Implementation:

The term of the contract shall run from September 1, 2014 until August 31, 2015.

Minority/Women-Owned Business Enterprise:

Not applicable to this agreement.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to renew the Inter-local agreement with Victoria County for residential treatment services for Dallas County youth at the Victoria Regional Juvenile Justice Center during FY2015.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2014-082

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon	Judge William Mazur	Commissioner John Wiley Price
County Judge Clay Jenkins	Ms. Paula Miller	Judge Robert Burns
Judge Gracie Lewis	Judge Craig Smith	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, the inter-local agreement with Victoria County allows the Juvenile Department to refer youth to Victoria County's Victoria Regional Juvenile Justice Center (VRJC) Post-Adjudication Program in Victoria, Texas for residential treatment; and

WHEREAS, the rate structure, which is consistent with rates established by the Texas Juvenile Justice Department (TJJD), will remain as indicated below for FY2014; and

Post Adjudication Specialized Level (Pregnant Females):	\$ 140.00
Post Adjudication Moderate Level (Males/Non-Pregnant Females):	\$ 98.00

WHEREAS, funding will be provided by utilizing the Juvenile Department's 5110 budget and by grants provided by the TJJD and Criminal Justice Division; and

WHEREAS, the contract term is from September 1, 2014 through August 31, 2015; and

WHEREAS, this request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County is *safe, secure, and prepared by expanding disposition alternatives with regard to residential treatment for youth/families involved in the juvenile justice system.*

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the Dallas County Juvenile Department's request to renew the inter-local agreement with Victoria County for provision of residential treatment services for Dallas County youth in the Victoria Regional Juvenile Justice Center, Post-Adjudication Program in Victoria, Texas for FY2015.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

The forgoing Juvenile Board Order was lawfully moved by Ms. Paula Miller and seconded by Judge William Mazur, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:

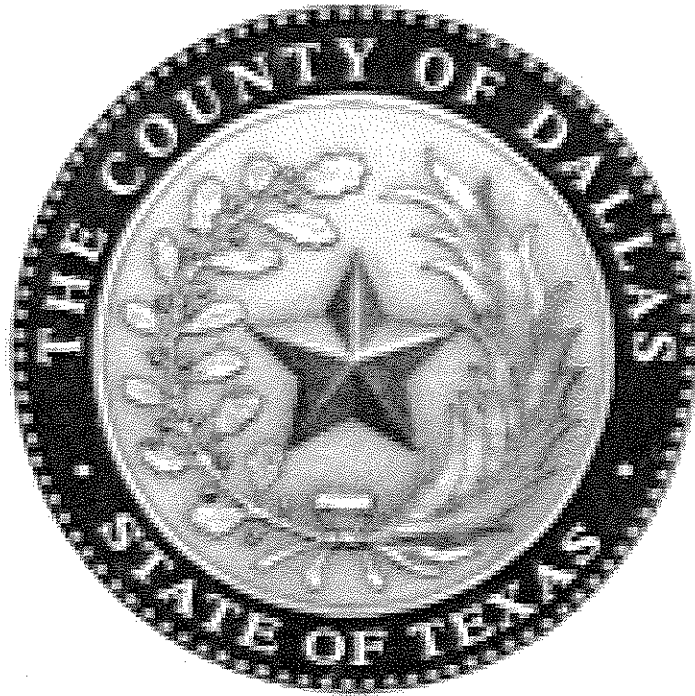
Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

J.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Licensure as a Functional Family Therapy Provider

Background of Issue:

The Dallas County Juvenile Department has traditionally provided in-home therapy services via a number of contract vendors funded from the Juvenile Department's Dallas County and Texas Juvenile Justice Department (TJJD) budgets. The Juvenile Department also receives funds from the TJJD to provide intensive evidenced-based in-home therapeutic services for youth who are referred for habitual misdemeanor offenses. On March 23, 2009, the Juvenile Board approved the Juvenile Department's request to apply for site certification and training to implement a Functional Family Therapy (FFT) program. Since that time, the Juvenile Department has been certified and licensed to provide Functional Family Therapy. Being designated as an approved site ensures the successful replication of the FFT program and the long-term viability of this service delivery system to the juvenile justice referred youth of Dallas County.

The Functional Family Therapy model is organized into three phases, all of which last for one year. In the first year of implementation, the Dallas County Juvenile Department completed all requirements associated with phase I, and was designated as an approved FFT site. In the second year of implementation, the Dallas County Juvenile Department again completed all requirements necessary to provide services true to the fidelity of the FFT model. The Department then subsequently completed phase III of the FFT model in the third contract year. In order to continue providing FFT services to our youth and their families, the Juvenile Department must now renew the contract with FFT LLC annually; as we will remain in phase III for as long as we continue to implement FFT, utilize their consultants and web site, and access their training module for any new therapists who are hired. Dr. Stephanie McVea, our on-site FFT supervisor resigned her position in December 2013 and subsequently became the Juvenile Department's FFT site supervisor under contract beginning January 1, 2014. The purpose of having Dr. McVea under contract was to avoid losing our FFT licensure and status until a replacement could be secured and properly trained. Dr. McVea's contract will expire on December 31, 2014. Upon expiration of her contract and at the time a replacement FFT site supervisor is secured, the Juvenile Department's FFT program will resort back to phase II for a twelve month period to allow the proper transition of a new FFT site supervisor. The Juvenile Department will remain on FFT phase III until December 31, 2014 and then in phase II from January 1, 2015 to July 26, 2015. The remaining five months under phase II will be noted on next year's contract. Thus, the purpose of this briefing is to request approval to renew the contract with FFT LLC, and to continue any required training in adherence to the evidence-based FFT model.

Impact on Operations and Maintenance:

The Juvenile Department currently has dedicated six (6) grade EE therapists and one (1) grade IM psychologist to the FFT program. The current grade IM psychologist is undergoing training and certification as an FFT supervisor

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

214-698-2200 Office

214-698-5508 Fax

after Dr. Stephanie McVea, the previous supervisor, resigned in December 2013. Dr. McVea is currently under contract with the Juvenile Department and will provide oversight and supervision of the Dallas County FFT until December 31, 2014. Beginning January 1, 2015, the program oversight will be provided by the new FFT site supervisor. With Dr. McVea's oversight under contract, and direct oversight by the new site supervisor, the FFT staff will continue to provide intensive in-home therapeutic services in accordance with the tenets of the FFT model, as well as continue to participate in the required training. This past year, the FFT team continued to provide in-home therapy for youth/families that were referred to the Diversion Male Court (DMC), the Mental Health Court and the Girls ESTEEM Court as a required part of those programs. They also provide in-home therapy for youth needing it who are placed on regular probation by the Courts.

Strategic Plan Compliance:

This request complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared* by expanding disposition alternatives with regard to treatment for youth and families involved in the Juvenile Justice System.

Legal Information:

Functional Family Therapy is the sole source provider of their copyrighted model. Continued use of this model requires entering into a contract with FFT LLC. The contract has been submitted to the Dallas County District Attorney's office-Civil Division, and has been approved as to form by Assistant District Attorney Denika Caruthers.

Financial Impact/Considerations:

Because this is a combination phase II and phase III contract, including externship training, the expenses will differ depending on what stage the program is currently operating. By continuing in Phase III from July 27, 2014 to December 31, 2014, the expenses for training activities and services are \$2,500, as well as a \$42/day per diem for the FFT national consultant who will make one on-site visit/training during the year. And by returning to and continuing in phase II beginning January 1, 2015 until the July 26, 2015 contract end, the expenses for training activities and services are \$12,000, in addition to \$42/day per diem for the FFT national consultant who will make one on-site visit during the year. There will also be an additional externship cost of \$3,500 as it occurs. This will be funded from the FY2015 budget, expense code 5020 - Day Treatment Program.

Performance Impact Measures:

The Functional Family Therapy program will be evaluated based on successful completion percentages and recidivism data.


Project Schedule/Implementation:

The Functional Family Therapy program is currently in operation and will continue to provide services.

Recommendation:

It is recommended that the Dallas County Juvenile Board authorize the Juvenile Department to contract with FFT LLC to continue phase III and phase II consultation and supervisory training to maintain the Juvenile Department's designation as a licensed Functional Family Therapy (FFT) site, and to authorize the Chair to sign related documents on behalf of the Juvenile Board.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2014-083

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon	Judge William Mazur	Commissioner John Wiley Price
County Judge Clay Jenkins	Ms. Paula Miller	Judge Robert Burns
Judge Gracie Lewis	Judge Craig Smith	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, On March 23, 2009, the Juvenile Board approved the Juvenile Department's request to apply for site certification and training to implement a Functional Family Therapy (FFT) program; since that time, the Juvenile Department has been certified and licensed to provide Functional Family Therapy; being designated as an approved site ensures the successful replication of the FFT program and the long-term viability of this service delivery system to the juvenile justice referred youth of Dallas County; and

WHEREAS, the Functional Family Therapy model is organized into three phases, all which last for one year; in the first year of implementation, the Dallas County Juvenile Department completed all requirements associated with phase I, and was designated as an approved FFT site; in the second year of implementation, the Dallas County Juvenile Department again completed all requirements necessary to provide services true to the fidelity of the FFT model; the Department then subsequently completed phase III of the FFT model in the third contract year; in order to continue providing FFT services to our youth and their families, the Juvenile Department must now renew the contract with FFT LLC annually; as we will remain in phase III for as long as we continue to implement FFT, utilize their consultants and web site, and access their training module for any new therapists who are hired; and

WHEREAS, because Dr. Stephanie McVea, our on-site FFT supervisor resigned her position in December 2013 and subsequently became the Juvenile Department's FFT site supervisor under contract; the purpose of having Dr. McVea under contract was to avoid losing our FFT licensure and status until a replacement could be secured and properly trained; Dr. McVea's contract will expire on December 31, 2014; upon expiration of her contract and at the time a replacement FFT site supervisor is secured, the Juvenile Department's FFT program will resort back to phase II for a twelve month period to allow the proper transition of a new FFT site supervisor; the Juvenile Department will remain on FFT phase III until December 31, 2014 and then in phase II from January 1, 2015 to July 26, 2015; the remaining five months under phase II will be noted on next year's contract; thus, the purpose of this briefing is to request approval to renew the

contract with FFT LLC, and to continue any required training in adherence to the evidence-based FFT model; and

WHEREAS, the Juvenile Department currently has dedicated six (6) grade EE therapists and one (1) grade IM psychologist to the FFT program; the current grade IM psychologist is undergoing training and certification as an FFT supervisor after Dr. Stephanie McVea, the previous supervisor, resigned in January 2014; Dr. McVea is currently under contract with the Juvenile Department and will provide oversight and supervision of the Dallas County FFT until December 31, 2014; and

WHEREAS, this request complies with the Dallas County Strategic Plan: Vision 3- Dallas County is safe, secure, and prepared by expanding disposition alternatives with regard to treatment for youth and families involved in the Juvenile Justice System; and

WHEREAS, The contract has been submitted to the Dallas County District Attorney’s office-Civil Division, and has been approved as to form by Assistant District Attorney Denika Caruthers; and

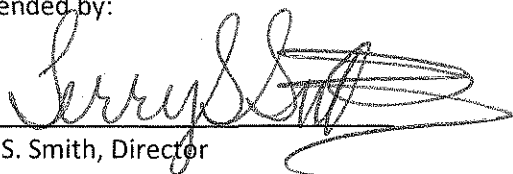
WHEREAS, because this is a combination phase II and phase III contract, including externship training, the expenses will differ depending on what stage the program is currently; by continuing in Phase III from July 27, 2014 to December 31, 2014, the expenses for training activities and services are \$2,500, as well as a \$42/day per diem for the FFT national consultant who will make one on-site visit/training during the year; and by returning to and continuing in phase II beginning January 1, 2015 until the July 26, 2015 contract end, the expenses for training activates and services are \$12,000, in addition to \$42/day per diem for the FFT national consultant who will make one on-site visit during the year; there will also be an additional externship cost of \$3,500 as it occurs; this will be funded from the FY2015 budget, expense code 5020 - Day Treatment Program.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board authorize the Juvenile Department to contract with FFT LLC to continue phase III and phase II consultation and supervisory training to maintain the Juvenile Department’s designation as a licensed Functional Family Therapy (FFT) site, and to authorize the Chair to sign related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

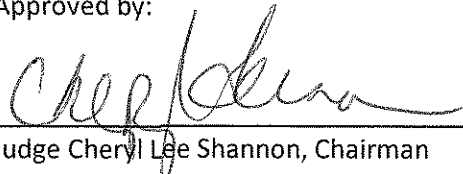
The forgoing Juvenile Board Order was lawfully moved by Ms. Paula Miller and seconded by Commissioner John Wiley Price, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

Approved by:



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

FFT Functional Family Therapy

An evidence-based and systematic family-based model for working with at risk adolescents and their families

CONTRACT

This Contract for Services (this "Contract") is made effective as of July 27, 2014 by and between

Dallas County Juvenile Department of 2600 Lone Star Drive, Dallas, TX 75212

and

FFT LLC of 1251 NW Elford Drive, Seattle, Washington, USA 98177.

This contract is for Phase 3 FFT training and consultation services for the period 7/27/14-12/31/14 and Phase 2 FFT training and consultation services for the period 1/1/15-7/26/15

This Contract will terminate automatically on July 26, 2015 or upon completion of activities listed in Exhibit B.

In exchange for the FFT training and consultation as noted in Exhibit B, Dallas County Juvenile Department will pay FFT LLC in US Dollars according to the following rates and manner noted in Exhibit A.

Confidentiality and Intellectual Property

FFT LLC has developed a comprehensive system for the use of Functional Family Therapy method of treating individuals with severe clinical problems. Herein known as the FFT System, it includes methods, program design, manuals, the web-based CSS system, reports, forms, and training materials that are proprietary to FFT LLC and include Confidential Information, trade secrets, and copyright material. The FFT System undergoes continuous modification and improvements based upon research and experience gained in its application.

Dallas County Juvenile Department understands and agrees that all of the FFT System has significant value from not being generally known to the public. As such:

- a. FFT LLC shall grant to Dallas County Juvenile Department shall accept from FFT LLC, subject to the terms and conditions of this contract, a non-exclusive, nontransferable right and license to use, and permit its FFT trained therapists who are a part of an FFT working group to use, the FFT System in the treatment of individuals with severe clinical problems.

- b. Dallas County Juvenile Department may disclose such portions of the FFT System and its Confidential Information to third party funding organizations as may be reasonably required to obtain funding, market programs, and to provide reasonable required documentation to funding organizations.
- c. Neither Dallas County Juvenile Department nor any of its employees may otherwise use the FFT System except:
 - a. to provide FFT treatment services and assessment;
 - b. to conduct FFT research that is mutually agreeable to FFT LLC and Dallas County Juvenile Department.
- d. Neither Dallas County Juvenile Department nor any of its employees may copy all or any part of the FFT Manual or training materials except with written permission from FFT LLC.
- e. Except as provided above, FFT LLC retains all right, title, and interest to the Confidential Information contained in the FFT System and the intellectual property rights related there to.

FFT LLC's Obligations

- a. FFT LLC will deliver all training and consultation as described in Exhibit B.
- b. FFT LLC shall use data from CSS to construct therapist and site feedback reports to be shared with FFT site.
- c. FFT LLC shall provide password/logon access the FFT CSS web-based system to mutually agreed upon FFT therapists.
- d. FFT LLC shall provide to Dallas County Juvenile Department the FFT methods, program design, manuals, CSS system access, and related FFT reports, forms, herein known as the FFT System, for use with clients in Dallas County Juvenile Department's FFT project.

Dallas County Juvenile Department's Obligations

- a. Dallas County Juvenile Department acknowledges that it is of critical importance that the FFT System be used by licensed organizations in a consistent, adherent and competent manner and in accordance with the highest professional standards.
- b. Accordingly, Dallas County Juvenile Department agrees to comply with all the policies and procedures in the FFT Manual and training materials, as modified by FFT LLC from time to time, in using the FFT System for the treatment of clients. FFT training and consultation shall be provided through working groups of 3-8 FFT trained clinicians who each have their own caseload, who each receive weekly consultation with a certified FFT supervisor or consultant, who use the FFT-CSS system, carry appropriate FFT caseloads with appropriate time allocations for cases, and who have received or are receiving training and consultation commensurate with their model adherence and competence.
- c. Dallas County Juvenile Department agrees that an FFT therapist will maintain a maximum of 12-15 cases (for 40 hours per week) and no fewer than 6-7 cases (20 hours per week). The agency acknowledges that adequate caseload or appropriate time to

learn and apply the model are critical factors in learning, therapist fidelity, and program outcomes.

- d. Dallas County Juvenile Department agrees that all FFT therapists will use the web-based FFT CSS system (www.fftcss.com) as their primary case management / assessment vehicle for FFT cases. Dallas County Juvenile Department acknowledges that the FFT CSS system is an important therapist learning tool that also assists FFT LLC in preparing reports on overall program effectiveness, and therapist adherence/competence. Dallas County Juvenile Department will promptly report any known lapses in CSS use to FFT LLC.
- e. Dallas County Juvenile Department agrees that all FFT therapists will participate in weekly FFT consultations as well as all trainings noted in Exhibit B of this contract.
- f. Dallas County Juvenile Department agrees that FFT therapists will receive training and consultation in work groups of no less than 3 and no more than 8 clinicians.
- g. Dallas County Juvenile Department shall periodically advise FFT LLC of any changes in the nature of the population that is being serviced by the FFT System, and of any policies that affect the frequency, intensity, or fidelity with which therapists can deliver the FFT System.
- h. Under no circumstances shall any professional employee of Dallas County Juvenile Department violate any professional standards or local or state laws in order to comply with the policies and procedures in the FFT Manual.
- i. FFT training can only be done by FFT LLC licensed personnel. Dallas County Juvenile Department acknowledges use of or training in the FFT System does not qualify a clinician or a site to train clinicians in the FFT model.
- j. Dallas County Juvenile Department agrees that FFT therapists will attend all training and consultation identified in Exhibit B of this contract. The agency shall ensure that all of its employees involved with the FFT System are competent and fully trained in the FFT System. Dallas County Juvenile Department shall consult with FFT LLC annually and as needed to identify and execute training and consultation as necessary to assure ongoing continuing education and model adherence/competence.
- k. If a new therapist needs training or if a current therapist needs additional training due to a lack of model adherence or competence, then the site will access the next available replacement training and any other continuing education as considered appropriate by the site and FFT LLC. The site will be responsible for all additional training costs. Those costs are not included in this contract.

Noncompetition

Dallas County Juvenile Department shall not directly or indirectly contract with nor provide any products or services to third parties relating to the FFT approach, including without limitation, manuals, assessments, progress notes, pre-training assessment and consultation, orientation training, clinical training.

Site Certification—Training

Functional Family Therapy Site Certification is a 3-phase process.

Phase 1 focuses on FFT implementation that will build therapist adherence and competence in the FFT model and build a lasting infrastructure at the site that supports clinicians to take maximum advantage of FFT training/consultation. Assessment of adherence and competence is based on data gathered through the CSS, at FFT weekly consultations and via Phase 1 FFT training activities. The objective is that Phase 1 be completed in one year, and not last longer than 18 months. Periodically during Phase 1, FFT personnel provide the site feedback to identify progress toward Phase 1 implementation goals. By the ninth month of implementation, FFT will begin discussions identify steps toward starting Phase 2 of the Site Certification process, including likely candidates at the site to be trained as an FFT on-site supervisor.

Phase 2's goal is to assist the site in creating greater self-sufficiency in FFT, while also maintain and enhancing site adherence/competence in the FFT model. Primary focus in this Phase is developing competent on-site FFT supervision. During Phase 2, FFT trains a site's extern to become the local on-site supervisor. This person shall have no less than a Masters degree in a counseling related field. The supervisor attends two 2-day off site supervisor trainings, and then is supported by FFT through monthly phone consultation. FFT provides one 1-day on-site training during Phase 2. In addition, FFT provides any on-going consultation as necessary and reviews the site's FFT CSS database to measure site/therapist adherence, service delivery trends, and outcomes. Phase 2 is a yearlong process.

Phase 3's goal is to move into a partnering relationship to assure on-going model fidelity, as well as impacting issues of staff development, interagency linking, and program expansion. FFT reviews the CSS database for site/therapist adherence, service delivery trends, and client outcomes and provides consultations and on-site training for continuing education in FFT. FFT staff visits the site one day during the training year and provides monthly one hour support to the identified FFT site supervisor.

New therapists must be trained through FFT replacement trainings. Should the balance of a therapist working group fall below 50% not having received full dosage of Phase 1 training, the site and FFT will enter into discussions to determine what additional training is necessary to create therapist competence.

Use of the web-based CSS, ongoing weekly consultation of a 3-8 person therapist clinical working group from a certified FFT supervisor, FFT appropriate caseloads and time allocations for cases, as well as training and consultation commensurate with the adherence and competence of the FFT working group are necessary for on-going site certification.

Should a local FFT program deviate from what is described in their site application, they must discuss any desired or anticipated changes with their FFT Implementation Consultant.

Certified sites do not make alterations to the FFT program that may negatively impact the ability for site clinicians to adhere to or competently deliver the FFT model.

Indemnification

FFT shall forever waive, release, indemnify, and hold harmless Dallas COUNTY, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "County"), from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from (1) any actual or alleged intentional or negligent act or omission of, or default in the performance of its obligations pursuant to this Agreement by FFT, its assigns, or its subcontractors, officers, directors, employees, agents or representatives (referred collectively as "FFT"), (2) FFT's involvement in the specified services under this Agreement, and (3) Any terms or conditions or provisions or underlying provisions of this Agreement, including but not limited to, any premises or special defect known or unknown to County, and any injury to individuals present during FFT's involvement under the terms and conditions of the services and Agreement, including willful acts such as assault;

AND FURTHER, FFT, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless Dallas County against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and/or other expenses, of any kind or nature whatsoever (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses of any kind or nature that are incurred by or sought to be imposed on County arising out of or on account of, or resulting from injury (including death), including, but not limited to, exposure to any disease, by any manner or method whatsoever, or damage to property (whether real, personal, or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to the Agreement and/or specified services. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, intentional wrongdoing, strict product liability, County's negligence, or breach of non-delegable duty. FFT further agrees to defend (at the election of County) at its sole costs and expense against any claim, demand, action or suit for which indemnification is provided herein.

Approval and acceptance of FFT's services by County shall not constitute nor be deemed a release of the responsibility and liability of FFT, its subcontractors, employees, officers, agents, invitees, licensees or assigns for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County

for any defect, error or omission in the services performed by FFT, its subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard. FFT shall defend, hold harmless, and indemnify the County for damages resulting from such defects, errors or omissions. These provisions shall survive termination, expiration, or cancellation of this Agreement or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

In event of claim of loss, damage or indemnity by County against Contractor, Contractor's liability, if any, in excess of its insurance coverage shall be limited to the amount of its fees actually paid under this Agreement.

Sovereign Immunity:

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

Remedies

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period may result in the automatic termination of this Contract.

Research

Any research publication on this FFT project can only occur with the mutual consent of Dallas County Juvenile Department and FFT, LLC.

Entire Agreement

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This Contract supersedes any prior written or oral agreements between the parties.

Amendment

This Contract may be modified or amended in writing, if the modification or amendment is signed by the party obligated under the amendment.

Governing Law

This Contract shall be construed in accordance with the laws of the State of Texas, United States of America and county of Dallas.

Notice

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Assignment

Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

EXECUTED IN QUADRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we here unto affix our signature this _____ day of _____, 2014.

For: Dallas County Juvenile Department

Recommended By:

Dr. Terry S. Smith, Director Dallas County Juvenile Department	Cheryl Lee-Shannon, Chairman Dallas County Juvenile Board
---	--

For: FFT LLC

Douglas Kopp	President
_____ Name	_____ Title

Signature	Date
-----------	------

**DALLAS COUNTY
CRAIG WATKINS
DISTRICT ATTORNEY**

TERESA GUERRA SNELSON

CHIEF, CIVIL DIVISION

By: _____

Denika Caruthers
Assistant District Attorney

EXHIBIT A: Payment Rates and Procedures

For Phase 3 FFT consultation services, Dallas County Juvenile Department shall pay a total \$18,000 in US Dollars to FFT LLC according to the following schedule:

Phase 3 Services from 7/27/14-12/30/14	\$2,500
• This is pro-rated at a rate of \$500 per month	
• Payment is due 60 days upon contract execution	
Externship Training	\$3,500
• To be billed as training occurs	
Phase 2 Services from 1/1/15-7/26/15	\$12,000
• Initial Payment of \$6000 Due by 1/1/15	
• Second Payment of \$6000 due by 4/1/15	

Additionally, Dallas County Juvenile Department will pay travel expenses for FFT trainers. Travel per diem is set in the United States at \$42/day. FFT LLC will invoice Dallas County Juvenile Department for payment of fees and travel expenses as they accrue.

EXHIBIT B: Training Detail

Phase 3 of 3: FFT Site Certification includes the following training activities and services:

FFT SUPERVISOR PHONE CONSULTATION

Monthly for one hour, on-site FFT supervisor/team receive phone consultation to assist in providing the certified site clinical consultation on cases and on-going focus on the FFT model.

ADMINISTRATIVE CONSULTATION

FFT will provide on an as needed basis consultation in program design and organization in order to maximize service delivery and model fidelity.

ACCESS TO CSS SUPERVISOR WEB-BASE / RECERTIFICATION

The supervisor will be provided logons and passwords to the supervisor portion of the web-based CSS system. Supervisors will be trained at supervisor training in the use of therapist adherence and competence assessments and use of other site reporting forms that are available on the CSS. During the course of Phase 3, the certified site's database will be reviewed for issues of model adherence, outcome, and service delivery trends for purposes of recertification.

ADVANCED TRAINING IN PREPARATION FOR PHASE 2:

EXTERNSHIP TRAINING

This intensive, hands on, training experience with actual clients includes supervision from behind the mirrored window. The externship consists of three separate training experiences for three consecutive months. The clinician expected to be trained in Phase 2 as the on-site FFT supervisor typically attends this training. Training is conducted at sites either in Florida, Philadelphia, Los Angeles or New York City.

PHASE 2 of 3: FFT Site Certification includes the following training activities and services:

FFT SUPERVISOR TRAINING

This intensive, hands on, training experience focuses on clinical supervision techniques for FFT on-site clinical supervisors who have met criteria of caseload and completion of Phase 1 FFT training education as part of an FFT certified site. Training consists of 2 separate visits for two days each to training in Florida, Alabama, New York or Ohio.

FFT SUPERVISOR PHONE CONSULTATION

Two times per month for one hour each, on-site FFT supervisors receive phone consultation to assist in providing the certified site clinical consultation on cases and on-going focus on the FFT model.

ONE-DAY ON-SITE VISIT:

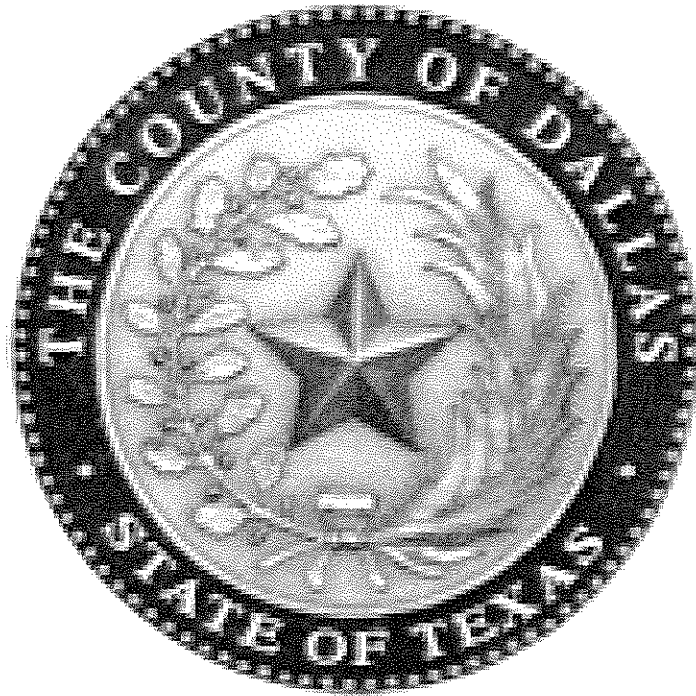
Depending on geographic location of the site, FFT will come on site to work site supervision issues.

ADMINISTRATIVE CONSULTATION

FFT will provide on an as needed basis consultation in program design and organization in order to maximize service delivery and model fidelity.

ACCESS TO CSS SUPERVISOR WEB-BASE / RECERTIFICATION

The supervisor will be provided logons and passwords to the supervisor portion of the web-based CSS system. Supervisors will be trained at supervisor training in the use of therapist adherence and competence assessments and use of other site reporting forms that are available on the CSS. During the course of Phase 2, the certified sites database will be reviewed for issues of model adherence, outcome, and service delivery trends for purposes of recertification.



AGENDA ITEM

K.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28th, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Youth Service Advisory Board Juror Fund Recommendation for Fiscal Year 2015

Background of Issue:

The Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem back to Dallas County. Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs that focus on new or innovative approaches in assisting youth and the provision of services which are not currently provided through the County budget. To date, Juror Fund contributions directed for the Juvenile Department have provided service programs, such as after school tutoring, art therapy, intensive family therapeutic interventions, substance abuse interventions, as well as truancy reduction initiatives. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Contract Services and Grant Services division of the Dallas County Juvenile Department. Final approval of funding initiatives is granted by the Dallas County Juvenile Board and Commissioners Court.

At its July 21, 2014 board meeting, YSAB approved the following allocation for juror funds for:

Department Initiatives	
Residential Drug Treatment Program	\$ 6,417.21
GED Program	\$ 10,997.00
Hill Center Incentive Program	\$ 8,601.72
Substance Abuse Unit	\$ 5,079.00
Department Initiative Total	\$ 31,094.93

The purpose of this briefing is to request authorization to fund the initiatives as allocated by the YSAB. A detailed description of these FY 2015 initiatives and its allocation is included in this briefing as Attachment: Juror Fund Grant Descriptions.

Impact on Operations and Maintenance:

The current request will enhance services to youth. Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County approval. In addition, all grant applications are submitted through Juvenile Department administration for presentation to the YSAB for consideration for grant award.

Strategic Plan Compliance:

The current request complies with Dallas County's Strategic Plan, as evidenced by *Vision 3: Dallas County is safe, secured, and prepared*. Specifically, the current request is an attempt to synergize public safety programs and services across Dallas County, by the allocation of juvenile justice resources across Dallas County.

Legal Information:

Approval from the Dallas County Juvenile Board and Dallas County Commissioner's Court is required for allocation and expenditure of Juror Funds.

Financial Impact/Considerations:

All initiatives related to this request will be supported by the Juror Fund (Funding Source 5329.4065).


Performance Impact Measures:

Each initiative will be required to submit reports to the Youth Services Advisory Board regarding their performance. The board approved performance outcomes in each organization and initiative's proposal.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Youth Services Advisory Board's allocation of juror funds for FY 2015, in the amount of \$31,094.93

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

Youth Services Advisory Board Juror Fund Recommendations for Fiscal Year 2015

At its July 21, 2014 board meeting, the Youth Services Advisory Board recommended the following projects receive funding for Fiscal Year 2015.

1. Substance Abuse Unit- \$5,079.00

This funding will assist the SAU program with providing enhanced treatment programs, special projects, and additional therapy projects. This includes funding items and projects such as art supplies, therapy supplies (like a sand tray kit and sobriety goggles), sobriety tokens, graduation celebrations, educational films, and summer enrichment programs.

2. Residential Drug Treatment Program- \$6,471.21

This funding will assist the RDT program with providing additional treatment programs, extra-curricular activities, and additional therapy projects.

3. GED Program Special Projects-\$10,997.50

This grant supports youth who are interested in obtaining their high school equivalency diploma. This grant will cover the costs of GED testing, program snacks, and graduation ceremony items for students within the program.

4. Marzelle Hill Center-Incentives Program-\$8,601.72

This purpose of this funding is to strengthen the current level system at the Hill Center by offering incentives such as educational/community-based field, special projects, and snacks in order to provide positive reinforcement to youth in the facility.

JUVENILE BOARD ORDER

ORDER NO: 2014-084

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon	Judge William Mazur	Commissioner John Wiley Price
County Judge Clay Jenkins	Ms. Paula Miller	Judge Robert Burns
Judge Gracie Lewis	Judge Craig Smith	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, the Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem back to Dallas County. Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs that focus on new or innovative approaches in assisting youth and the provision of services which are not currently provided through the County budget; and

WHEREAS, to date, Juror Fund contributions directed for the Juvenile Department have provided service programs, such as after school tutoring, art therapy, intensive family therapeutic interventions, substance abuse interventions, as well as truancy reduction initiatives; and

WHEREAS, administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Contract Services and Grant Services division of the Dallas County Juvenile Department. Final approval of funding initiatives is granted by the Dallas County Juvenile Board and Commissioners Court; and

WHEREAS, at its July 21, 2014 board meeting, YSAB approved the following allocation for juror funds for the following initiatives; and

Department Initiatives	
Residential Drug Treatment Program	\$ 6,417.21
GED Program	\$ 10,997.00
Hill Center Incentive Program	\$ 8,601.72
Substance Abuse Unit	\$ 5,079.00
Department Initiative Total	\$ 31,094.93

WHEREAS, the current request will enhance services to youth. Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County approval. In addition, all grant applications are submitted through Juvenile Department administration for presentation to the YSAB for consideration for grant award; and

WHEREAS, each initiative will be required to submit reports to the Youth Services Advisory Board regarding their performance. The board approved performance outcomes in each organization and initiative's proposal.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Youth Services Advisory Board's allocation of juror funds for FY 2015, in the amount of \$31,094.93

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

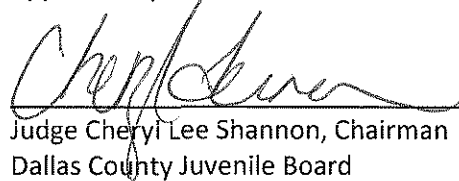
The forgoing Juvenile Board Order was lawfully moved by Judge Gracie Lewis and seconded by Ms. Paula Miller, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

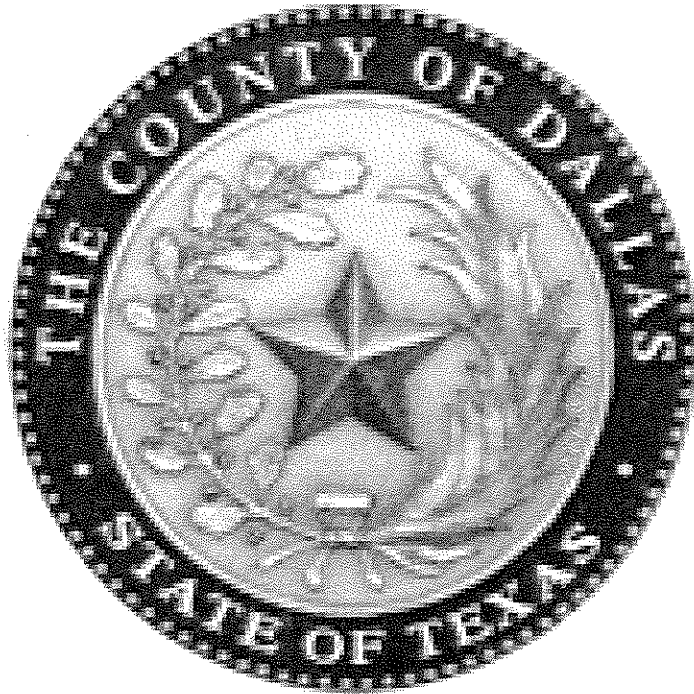
Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

Approved by:


Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

L.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Goodwill GoodGuides Mentoring Memorandum of Understanding

Background of Issue:

There is an ongoing need for our youth to develop positive relationships with successful adult men and women. Mentoring programs are designed to help foster this relationship. The US Department of Justice realizes the importance of positive mentor support too and has awarded over \$19 million dollars to 56 independent Goodwill agencies in 38 states. The GoodGuides program serves youth between the ages of 12 and 17 who want to learn about careers and prepare for success. Participation in the program helps them build career plans and skills in addition to preparing for school completion, post-secondary training and productive work. The enhanced GoodGuides program seeks to improve outcomes for more than 2,640 youth in high-risk situations.

Impact on Operations and Maintenance:

Mentors will be recruited by and issued training by Goodwill. In addition, all volunteer mentors will complete the FAST criminal background check and attend the volunteer training. Initially, Mentors will begin working with youth in District 3 where services are limited. It is hoped that Mentors will also work with the Diversionary programs as their capacity increases.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

Legal Information:

The Memorandum of Understanding has been approved as to form by the Assistant District Attorney, Ms. Denika Caruthers, Civil Section.

Financial Impact/Considerations:

There is no financial impact to the Juvenile Department.

Performance Impact Measures:

Evaluation of outcomes associated with participation in the GoodGuides program will include successful discharges and reduction of delinquency risk factors. Furthermore, by providing the participating youth with mentoring services, it is expected that the results will show a reduction of recidivism, which will be measured at six and twelve month intervals post-program participation.

Project Schedule/Implementation:

The recruitment of volunteers and training will begin after the Juvenile Board's approval. The matching of participants with mentors will occur after the mentors are trained.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with Goodwill Industries International for the implementation of the Goodwill GoodGuides program.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2014-085

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon

Judge William Mazur

Commissioner John Wiley Price

County Judge Clay Jenkins

Ms. Paula Miller

Judge Robert Burns

Judge Gracie Lewis

Judge Craig Smith

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, There is an ongoing need for our youth to develop positive relationships with successful adult men and women. Mentoring programs are designed to help foster this relationship; and

WHEREAS, The US Department of Justice realizes the importance of positive mentor support too and has awarded over \$19 million dollars to 56 independent Goodwill agencies in 38 states. The GoodGuides program serves youth between the ages of 12 and 17 who want to learn about careers and prepare for success; and

WHEREAS, Participation in the program helps them build career plans and skills in addition to preparing for school completion, post-secondary training and productive work; and

WHEREAS, Mentors will be recruited by and issued training by Goodwill. In addition, all volunteer mentors will complete the FAST criminal background check and attend the volunteer training; and

WHEREAS, Initially, Mentors will work with youth located in District 3 where programming is limited. It is hoped that Mentors will also work with the Diversionary programs as their capacity increases; and

WHEREAS, The Memorandum of Understanding has been approved as to form by the Assistant District Attorney, Ms. Denika Caruthers, Civil Section; and

WHEREAS, Evaluation of outcomes associated with participation in the GoodGuides program will include successful discharges and reduction of delinquency risk factors. Furthermore, by providing the participating youth with mentoring services, it is expected that the results will show a reduction of recidivism, which will be measured at six and twelve month intervals post-program participation.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Memorandum of Understanding with Goodwill Industries International for the implementation of the Goodwill GoodGuides program.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

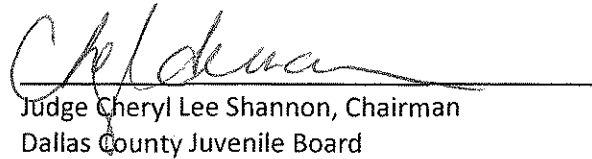
The forgoing Juvenile Board Order was lawfully moved by Judge Craig Smith and seconded by Judge William Mazur, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:

Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

Memorandum of Understanding In Support of the GoodGuides® Youth Mentoring Program

Between

**Goodwill Industries of Dallas, Inc.
And
Dallas County Juvenile Department**

The GoodGuides® Youth Mentoring program, operated by Goodwill Industries of Dallas, Inc. is dedicated to helping youth build career plans and skills and prepare for school completion, post-secondary training and productive work by providing structured and supportive relationships with trusted adult mentors. GoodGuides® serves youth ages 14–17 who are at risk of delinquency or who had contact with the juvenile justice system.

The GoodGuides® Youth Mentoring Program will assist youth in the following service areas: social competency, academic enrichment and career awareness.

With this Memorandum of Understanding, the above named parties agree to enter into a partnership that will advance the overall purpose of GoodGuides® and contribute to the successful completion of the program by the youth it is intended to serve.

Term of MOU: This MOU is effective from June 1, 2014 through September 30, 2016.

Termination: Either Party may terminate this MOU without cause, upon providing written notice to the other party.

Notice:

Rudy Acosta
Deputy of Probation Services, Dallas County Juvenile Department
Rudy.acosta@dallascounty.org
Work: 214-698-4975

Renaldo Williams
GoodGuides Program Manager
rwilliams@goodwilldallas.org
Work: 214-638-2800 x146, cell: 972-984-0765

Goodwill Industries of Dallas, Inc. will:

- Effectively manage the GoodGuides® Youth Mentoring Program through internal grant management systems, personnel practices, volunteer management and youth recruitment.

- Provide youth with age-appropriate career exploration; career planning; job shadowing; field trips to employers; skills training; transition planning to post-secondary education, training or employment; and other activities designed to help youth identify career interests and goals.
- Provide training, support and resources to volunteer mentors who will make at least one-year commitments to provide individual and/or group mentoring to youth.
- **Goodwill Industries of Dallas, Inc.** understands that individuals working on behalf of The **Goodwill Industries of Dallas, Inc.**, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must be trained on Prison Rape Elimination Act and complete all other requirements to work with youth as deemed by Dallas County.
- Goodwill Industries of Dallas, Inc. agrees that under no circumstances will it release or divulge any confidential material, information, or documents received concerning the young men and women enrolled in the program controlled by this MOU. Photography, recording, videos and digital imaging are prohibited without the express written consent of the Juvenile Board, Executive Director, or their designee.

Dallas County Juvenile Department's mission is to assist referred youth in becoming productive, law abiding citizens, while promoting public safety and victim restoration and services including: youth ages 10-17 who are under supervision of the juvenile department including deferred prosecution.

Dallas County Juvenile Department will:

- Serve as a referral agency for youth ages 14 to 17 that may benefit from the mission and objective of the program.
- Permit a Goodwill Industries of Dallas, Inc. representative to address Dallas County Juvenile Department's monthly volunteer training class to provide information regarding mentor opportunities with the GoodGuides® Youth Mentoring Program.
- Provide transportation vouchers for participants of the GoodGuides® Youth Mentoring Program for pre-approved activities.
- Engage Goodwill Industries of Dallas, Inc. GoodGuides® staff where required to provide career exploration, life skills and other career enhancement curriculum to youth enrolled in Dallas County Juvenile Department's academic recovery enrichment programs.

INSURANCE.

It is the responsibility of **Goodwill Industries of Dallas, Inc.** to make sure that it has a comprehensive general liability and professional insurance with "personal injury" coverage, with minimum limits of \$1,000,000 for bodily injuries to or death of a person, and an aggregate of \$500,000.00 for any one (1) occurrence is in place for the (**Goodwill Industries of Dallas, Inc.**) program. There is also an additional umbrella policy of \$2,000,000 for events related to the covered activity but not outlined in the policy.

INDEMNIFICATION.

Goodwill Industries of Dallas, Inc., to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives and the Youth Services Advisory Board, (referred collectively in this Section as "COUNTY" against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited

to court costs, litigation expenses and attorney's fees) incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by Goodwill Industries of Dallas, Inc.) in performance of this Agreement and/or Program, except to the extent such liability, damage fine or expense is the result of negligent acts or omissions of the County.

CHOICE OF LAW.

In providing Services required by this MOU, the parties must observe and comply with all licenses, legal certifications, or inspections required for the Services, or materials, and all applicable Federal, State, and local statutes, ordinances, rules, and regulations. This MOU shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.

SOVERIEGN IMMUNITY.

This MOU is expressly made subject to Dallas County's sovereign immunity, Title 5 of the Texas Civil Remedies Code and all applicable State and Federal law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the Dallas County has by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the _____ day of _____, 20_____.

Signed:

Dave Bell, COO

Date Signed

Partner President/CEO/Principal/Chairperson

Date Signed

DALLAS COUNTY:

BY: Clay Jenkins
Dallas County Judge

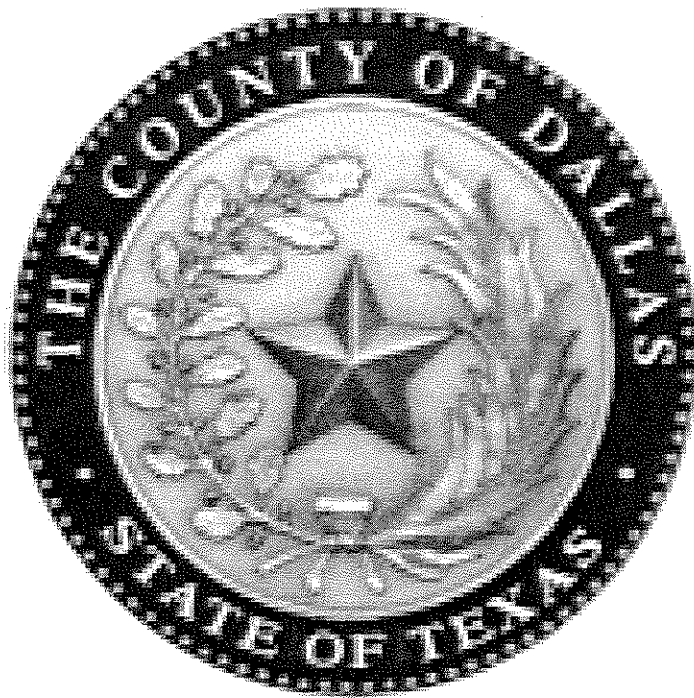
RECOMMENDED:

BY: Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

DALLAS COUNTY
CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

BY: Denika Caruthers
Assistant District Attorney



AGENDA ITEM

M.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: NAMI Dallas Inc. Memorandum of Understanding

Background of Issue:

NAMI Dallas Inc., an affiliate of NAMI (National Alliance on Mental Illness) and a 501 (c) (3) nonprofit organization was founded in 1982 and is dedicated to improving the lives of those with severe mental illnesses, the lives of their family and other caregivers. Specifically, NAMI Dallas Inc. has provided education services to individuals in the Dallas Metropolitan area diagnosed with mental illness, their family members, relatives, friends, caregivers and mental health professionals. The specific curriculum provides information to parents/legal guardians of youth with mental health issues on how to properly advocate for their children and how to be an effective caregiver, not only for the affected youth but for the entire family who deals with these issues on a daily basis. NAMI Dallas Inc. would like to offer their NAMI Basics program to youth diagnosed with mental illness and currently under the jurisdiction of the Juvenile Court. It is a six session course covering the fundamentals of caring for themselves, their family and children. The course meets for two and a half hours each weekly session.

Impact on Operations and Maintenance:

The Juvenile Department's Special Needs, Front End Diversion Initiative and Mental Health Court units will benefit from these services as the individuals participating in the respective programs have been diagnosed with mental illness and their families are in need of mental health education. In addition to the families of youth assigned to the units above, the services will be made available to other Juvenile Department units as deemed appropriate. The NAMI Basics education program, in conjunction with other services currently being provided by the Juvenile Department, will increase the knowledge and success for each youth and family while under the supervision of the Court. The location of the program delivery will be at the Henry Wade Juvenile Justice Department located at 2600 Lone Star Drive, Dallas, Texas 75212 and any other community venue that would take into consideration the family's ability to participate. Because the sessions are two and a half hours in length, and usually in the evening, food will be provided to the participants at each session. It is anticipated that there will be three courses scheduled each year.

Strategic Plan Compliance:

This request complies with the Dallas County Strategic Plan: Vision 3- Dallas County is safe, secure, and prepared by expanding disposition alternatives with regard to treatment for youth and families involved in the Juvenile Justice System.

Legal Information:

The Memorandum of Understanding has been approved as to form by Denika Caruthers, Assistant District Attorney, Civil Division.

Financial Impact/Considerations:

The NAMI Basics program is a six session course at the incurred cost of \$2,500.00 per course. The Juvenile Department will be invoiced after the conclusion of the sixth and final session. The courses will be funded by the Texas Juvenile Justice Department Grant N (Mental Health Services), 2014-2015 Biennium for a total not to exceed \$9,000.00. This amount includes the cost of three courses plus food for each session.

Performance Impact Measures:

The families who participate will increase their parenting skills, knowledge of mental health issues, and their ability to advocate for their child in the school system. In addition, they will gain a support system and learn specifically how to appropriately navigate services in the community for their child identified as having mental health needs.


Project Schedule/Implementation:

The programs will be implemented upon final execution of the Memorandum of Understanding.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with NAMI Dallas Inc. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2014-086

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon	Judge William Mazur	Commissioner John Wiley Price
County Judge Clay Jenkins	Ms. Paula Miller	Judge Robert Burns
Judge Gracie Lewis	Judge Craig Smith	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, NAMI Dallas Inc., an affiliate of NAMI (National Alliance on Mental Illness) and a 501 (c) (3) nonprofit organization was founded in 1982 and is dedicated to improving the lives of those with severe mental illnesses, the lives of their family and other caregivers by providing education services which provides information to parents/legal guardians of youth with mental health issues on how to properly advocate for their children and how to be an effective caregiver, not only for the affected youth but for the entire family who deals with these issues on a daily basis; and

WHEREAS, the Juvenile Department's Special Needs, Front End Diversion Initiative and Mental Health Court units will benefit from these services as the individuals participating in the respective programs have been diagnosed with mental illness and their families are in need of mental health education; and

WHEREAS, the NAMI Basics education program, in conjunction with other services currently being provided by the Juvenile Department, will increase the knowledge and success for each youth and family while under the supervision of the Court; and

WHEREAS, the location of the program delivery will be at the Henry Wade Juvenile Justice Department located at 2600 Lone Star Drive, Dallas, Texas 75212 and any other community venue that would take into consideration the family's ability to participate; because the length of the sessions and times scheduled, food will be provided to participants; and

WHEREAS, this request complies with the Dallas County Strategic Plan: Vision 3- Dallas County is safe, secure, and prepared by expanding disposition alternatives with regard to treatment for youth and families involved in the Juvenile Justice System; and

WHEREAS, the Memorandum of Understanding has been approved as to form by Denika Caruthers, Assistant District Attorney, Civil Division; and

WHEREAS, the NAMI Basics program is a six session course at the incurred cost of \$2,500.00 per course. The Juvenile Department will be invoiced after the conclusion of the sixth and final session. The courses will be funded by the Texas Juvenile Justice Department Grant N (Mental Health Services), 2014-2015 Biennium for a total not to exceed \$9,000.00; and

WHEREAS, the families who participate will increase their parenting skills, knowledge of mental health issues, and their ability to advocate for their child in the school system. In addition, they will gain a support system and learn specifically how to appropriately navigate services in the community for their child identified as having mental health needs; and

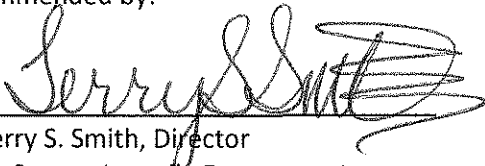
WHEREAS, the programs will be implemented upon final execution of the Memorandum of Understanding.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Memorandum of Understanding with NAMI Dallas Inc. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

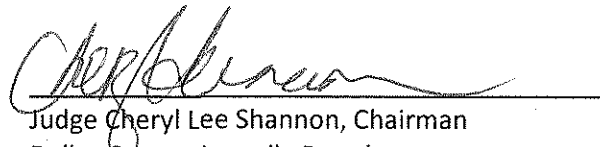
The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Judge Craig Smith, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

Approved by:



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

Memorandum of Understanding

Between NAMI Dallas, Inc.

And Dallas County Juvenile Board on Behalf of the Dallas County Juvenile Department

Background. NAMI Dallas Inc. is a grassroots family and consumer self-help, support, education, and advocacy organization dedicated to improving the lives of people with severe mental illnesses and the lives of their families and other caregivers. Such illnesses are now known as serious and persistent neurobiological brain disorders.

NAMI Dallas Inc. is an affiliate of NAMI (National Alliance on Mental Illness). Founded in 1982, we operate as a 501(c) (3) tax-deductible nonprofit organization in the Dallas metropolitan area.

NAMI Dallas' membership includes consumers diagnosed with mental illness; their family members, relatives, friends, and other caregivers; mental health professionals; and all who share NAMI's vision and mission.

1. **Parties.** This memorandum of understanding (hereinafter referred to as "MOU") is made and entered into by and between NAMI Dallas, Inc., and Dallas County Juvenile Board.
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which NAMI Dallas, Inc. will provide the standardized education course, NAMI Basics, listed in section 3 of this MOU to the parents of juvenile offenders in the Dallas County system.
3. **Signature education program being offered by NAMI Dallas, Inc.**
 - a. **NAMI Basics** – NAMI Basics is an educational program for parents and caregivers of children and adolescents living with mental illnesses. It covers the fundamentals of caring for yourself, for your family and for your child. This is a six session course that meets for 2.5 hours each session.
4. **Cost.** The cost to the Dallas County Juvenile Board for NAMI Dallas, Inc. to provide this course is \$2500 for each six session course. NAMI Dallas Inc. will invoice the Dallas County Juvenile Department after the conclusion of the sixth session.
5. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the authorized representatives of the parties to this MOU.
6. **Termination.** This MOU may be terminated, without cause, by either party upon written notice.
7. **Insurance.** It is NAMI DALAS, INC. responsibility to make sure that it has a comprehensive general liability and professional insurance with "personal injury" coverage, with minimum limits of \$1,000,000 for bodily injuries to or death of a person , and an aggregate of \$500,000.00 for any one (1) occurrence is in place for the (NAMI DALLAS, INC.) program. There is also an additional umbrella policy of \$2,000,000 for events related to the covered activity but not outlined in the policy.
8. **Indemnification.**

NAMI Dallas, Inc., to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives and the Youth Services Advisory Board, (referred collectively in this Section as "COUNTY" against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees) incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate),

arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by NAMI Dallas, Inc.) in performance of this Agreement and/or Program, except to the extent such liability, damage fine or expense is the result of negligent acts or omissions of the County.

9. **Choice of Law.** In providing Services required by this MOU, the parties must observe and comply with all licenses, legal certifications, or inspections required for the Services, or materials, and all applicable Federal, State, and local statutes, ordinances, rules, and regulations. This MOU shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.
10. **Severability.** This MOU is expressly made subject to Dallas County's sovereign immunity, Title 5 of the Texas Civil Remedies Code and all applicable State and Federal law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the Dallas County has by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Contract.
11. **Sovereign Immunity.** This MOU is expressly made subject to Dallas County's sovereign immunity, Title 5 of the Texas Civil Remedies Code and all applicable State and Federal law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the Dallas County has by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the _____ day of _____, 20_____.

DALLAS COUNTY:

NAMI DALLAS, INC.:

BY: Clay Jenkins
Dallas County Judge

BY: _____

DALLAS COUNTY JUVENILE BOARD:

BY: Judge Cheryl L. Shannon
Chairman of the Dallas County Juvenile Board

RECOMMENDED:

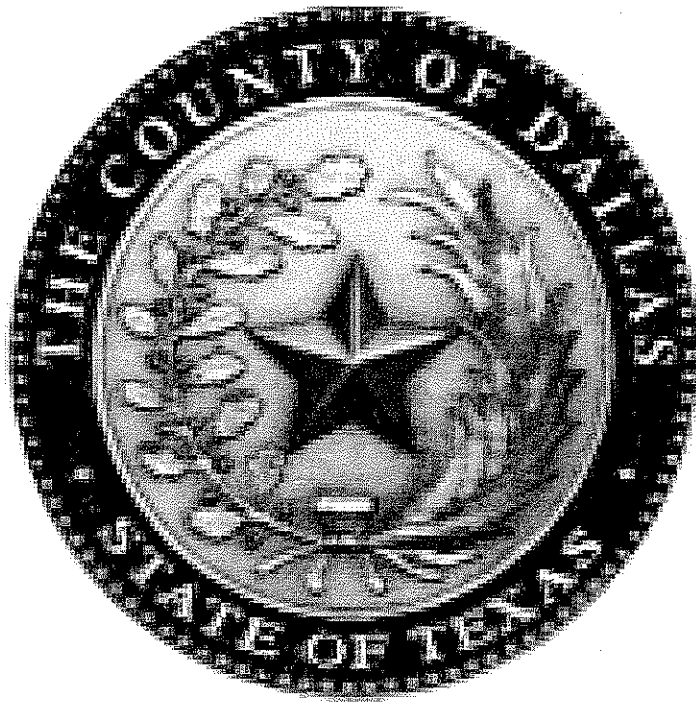
BY: Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

DALLAS COUNTY
CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

By:

Denika Caruthers
Assistant District Attorney



AGENDA ITEM

N.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28th, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: TJJD Supplemental Funding for Laptops for Residential Drug Treatment

Background of Issue:

The Texas Juvenile Justice Department (TJJD) solicited applications for supplemental funding for Juvenile Department Programs throughout the state. The applications were due by July 11, 2014. The Dallas Juvenile Department requested funds to purchase six new laptops for the Residential Drug Treatment Program (RDT). The proposal was for six computers at a cost of no more that \$12,000 for FY2014. The purpose of this briefing is to request approval to accept the funds from TJJD if awarded at the end of July.

Impact on Operations and Maintenance:

The purchase of six laptop computers will enable Residential Drug Treatment counselors to utilize mobile technology to complete assessments, case and treatment plans. This funding source allows the RDT program staff to thoroughly and accurately input this information into a database within 72 hours of admission thus keeping the program in compliance with standards.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

Legal Information:

There are no legal requirements for this request.

Financial Impact/Considerations:

There will be no financial impact on Dallas County. The funding of \$11,791.14 will be funded by TJJD as a one time supplement.

Performance Impact Measures:

The lap top computers will:

- Increase efficiency in services delivered to juvenile clients and their families.
- Increase data input.
- Ensure compliance with DHHS standards.

Project Schedule/Implementation:

Computers will be ordered after Juvenile Board approval. Monies must be encumbered by August 31, 2014.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the acceptance (if awarded) of the supplemental TJJJ funds in order to purchase six laptops for use by the counseling staff of the RDT program and authorize any amendments to the TJJJ State Aid Contract as needed in relation to this request.

Recommended by:

A handwritten signature in black ink, appearing to read "Terry S. Smith", written over a horizontal line.

Dr. Terry S. Smith, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2014-087

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon	Judge William Mazur	Commissioner John Wiley Price
County Judge Clay Jenkins	Ms. Paula Miller	Judge Robert Burns
Judge Gracie Lewis	Judge Craig Smith	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, The Texas Juvenile Justice Department (TJJD) solicited applications for supplemental funding for Juvenile Department Programs throughout the state. The applications were due by July 11, 2014; and

WHEREAS, The Dallas County Juvenile Department requested funds to purchase six new laptops for the Residential Drug Treatment Program (RDT). The proposal was for six computers at a cost of no more than \$12,000; and

WHEREAS, The purpose of this briefing is to request approval to accept the funds from TJJD if received at the end of July; and

WHEREAS, The purchase of six laptop computers will enable Residential Drug Treatment counselors to utilize mobile technology to complete assessments, case and treatment plans. This additional funding source would allow the RDT program staff to thoroughly and accurately input this information into a database within 72 hours of admission thus keeping the program in compliance with standards; and

WHEREAS, The funding of \$11,791.14 will be funded by TJJD as a one- time supplement.


IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the acceptance of the one-time supplemental TJJD funds in order to purchase six laptops for use by the counseling staff of the RDT program.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

The forgoing Juvenile Board Order was lawfully moved by Judge Craig Smith and seconded by Commissioner John Wiley Price, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:

Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



**REQUEST FOR FUNDING:
SUPPLEMENTAL AND EMERGENT NEEDS
SPECIAL PURPOSES**

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

Department Name: Dallas County Juvenile Department

Submitted by: Terry S. Smith

Date Submitted: _____

Date Required: _____

Supplemental and Emergent Needs funding may be requested if: (1) current funding is insufficient to support existing programs and services at current population levels; or (2) expansion of services is required to meet new or changing conditions within the department or to respond to unanticipated events. Special Purposes funding may be requested for: (1) new and temporary programs designed to address a specific, non-ongoing need within the department; or (2) other one-time expenditures outside the normal scope of State Financial Assistance awards. Funding provided under the Supplemental and Emergent Needs program and the Special Purposes program is awarded under the State Financial Assistance contract and is subject to all the restrictions and requirements contained therein.

DEMONSTRATION OF NEED *(check all that apply)*

- Loss of prior-year supplemental or emergent needs funding: \$ _____
- Reduction in other State funding: \$46,281.45
- Reduction in federal or local funding: \$ _____
- Increased cost of contract services
- Higher than expected population level and/or residential placements
- New program to address changing or currently unmet treatment needs
- Catastrophic or other major unanticipated event
- Other: _____

SPECIAL PURPOSE REQUEST

- New and temporary program
- Other one-time expenditure

TYPE OF FUNDING REQUESTED *(check all that apply)*

- General
- Diversion
- Prevention/Intervention
- Mental Health/Sex Offender

AMOUNT REQUESTED:

\$11,791.14

USE OF FUNDS *(please provide a detailed but concise description of the planned use of funds)*

The Dallas County Juvenile Department (DCJD) requests \$11,791.14 to purchase six new laptop computers for the Residential Drug Treatment (RDT) counseling staff (using county vendor rate for laptop and software). The RDT program is a county operated placement option for youth needing intensive inpatient drug treatment. Counselors are required interview residents and input notes within 72 hours of admission to RDT to develop assessments, case and treatment plans. This funding will enable the RDT program staff to thoroughly and



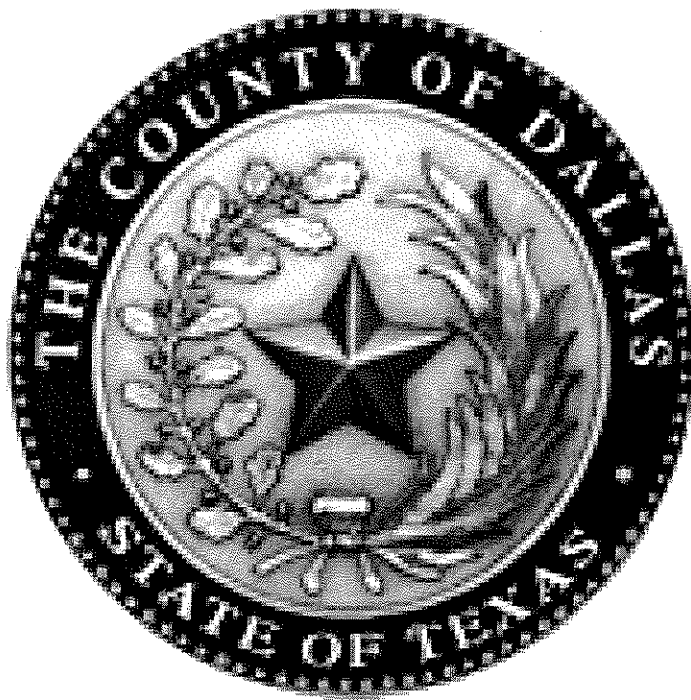
**REQUEST FOR FUNDING:
SUPPLEMENTAL AND EMERGENT NEEDS
SPECIAL PURPOSES**

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

accurately input this information into a database within 72 hours of admission thus keeping the program in compliance with standards.

In 2013, 9.8% of all referrals, to the DCJD were for drug related offenses which is an increase of 1.8% from 2012. A total of 184 youth were placed in RDT in 2013 compared to 117 youth in 2012. DCJD anticipates an increase in RDT admissions during 2014. Most RDT residents have failed in community-based intervention programs, and/or relapsed after participation in other residential placements and therefore require subsequent residential drug treatment. As the need for RDT services increases and CJD funding decreases, the DCJD has been unable to secure funds to replace ineffective and outdated equipment.

RDT counselors are responsible for meeting individually with clients and parents in several designated areas within the detention center as well as documenting admissions and assessments information within a timeframe of 72 hours. New laptops will enable counselors to meet standards and avoid the currently regular data loss and several days delay from entering time sensitive information. When these laptops break the DCJD does not have any available computers for staff to work from, causing their work to fall behind schedule. By not having a reliable laptop to enter mandated data into the database within 72 hours the unit is subject to being out of compliance with the DHHS.



AGENDA ITEM

0.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Defunding of Admission Coordinator and funding of Grade 7 clerical position

Background of Issue:

The Detention Court has historically been coordinated by an Admissions Coordinator in handling the responsibilities associated with the youth's hearing. With the increased enhancements of TechShare, information such as hearing dates, Court attendees, prosecutor and defense attorney outcomes can now be processed electronically. In addition, Court ordered psychological and chemical assessments can be requested directly through TechShare. Because of these technological enhancements, the responsibilities of the Admissions Coordinator as it applies to the Detention Court have changed. To more accurately capture and align job responsibilities a Clerk should be assigned to coordinate the Detention Court. The Institutions division has agreed to defund a vacant Admissions Coordinator position and initiate a Grade 7 Clerk position to handle the requirements of Detention Court.

Impact on Operations and Maintenance:

With one person assigned to the task and with supervision from Court Liaison unit, the juvenile and the juvenile's case can be expedited through the system. The data entry will be consistent and accurate. The budget cost for this position is the same as the Admisson Coordinator.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

Legal Information:

There is no legal impact on the county.

Financial Impact/Considerations:

The cost of an Admission Coordinator is the same as a Grade 7 clerk, maximum inhire \$31, 054.40 annually.

Performance Impact Measures:

The performance of the Detention Court will run more efficiently.


Project Schedule/Implementation:

When approved, the position would be posted and a candidate hired. It is anticipated that a candidate would be identified and in place by September 1, 2014.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the defunding of the Admission Coordinator and the funding of a Grade 7 Clerk for Detention Court.

Recommended by:



Dr. Terry S. Smith/Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2014-088

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon	Judge William Mazur	Commissioner John Wiley Price
County Judge Clay Jenkins	Ms. Paula Miller	Judge Robert Burns
Judge Gracie Lewis	Judge Craig Smith	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

- WHEREAS,** The Detention Court has historically been coordinated by an Admissions Coordinator in handling the responsibilities associated with the youth's hearing. With the increased enhancements of TechShare, information such as hearing dates, Court attendees, prosecutor and defense attorney outcomes can now be processed electronically. In addition, Court ordered psychological and chemical assessments can be requested directly through TechShare; and
- WHEREAS,** Because of these technological enhancements, the responsibilities of the Admissions Coordinator as it applies to the Detention Court have changed. To more accurately capture and align job responsibilities a Clerk should be assigned to coordinate the Detention Court; and
- WHEREAS,** The Institutions division has agreed to defund a vacant Admissions Coordinator position and initiate a Grade 7 Clerk position to handle the requirements of Detention Court; and
- WHEREAS,** With one person assigned to the task and with supervision from Court Liaison unit, the juvenile and the juvenile's case can be expedited through the system. The data entry will be consistent and accurate. The budget cost for this position is the same as the Admission Coordinator; and
- WHEREAS,** The cost of an Admission Coordinator is the same as a Grade 7 clerk, maximum in-hire \$31,054.40 annually.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the defunding of the vacant Admission Coordinator and the funding of a Grade 7 Clerk for the Detention Court.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

The forgoing Juvenile Board Order was lawfully moved by Judge Gracie Lewis and seconded by Commissioner John Wiley Price, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:

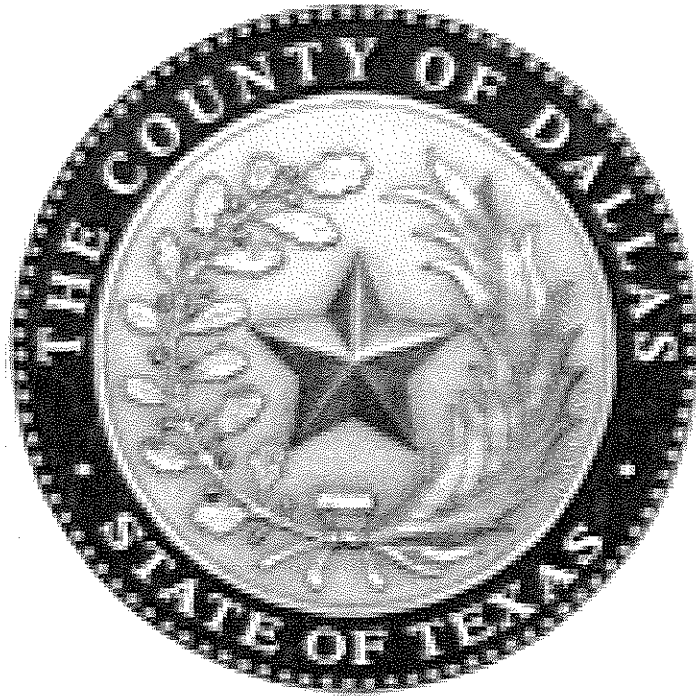


Dr. Terry S. Smith, Director
Dallas County Juvenile Department

Approved by:



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

P.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: New Evaluative Tools for Request for Proposals for Non-Residential for FY2015

Background of Issue:

The Dallas County Juvenile Department historically contracts with community-based programs to provide non-residential services for the youth that we serve. This Department utilizes non-residential services as support for two main populations: (1) youth on home probation who have a need for support services to improve their chances of successfully completing probation without the need for residential placement, and (2) youth returning to the community from residential placement whose aftercare plan indicates a need for support services.

The purpose of this brief is to request the Juvenile Board's approval to revise and upgrade the methodology of evaluating non-residential providers. The Research Division proposes utilizing evidence based tool to evaluate proposals and their ongoing services. This new method will replace a system that has been used since 2002. In accordance with the progressive reforms of recent years toward programs validated by research, this evidence-based approach has been advocated by the U.S. Department of Justice (DOJ), the Office of Justice Programs (OJP), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and is part of the Texas Juvenile Justice Department's "Agency Strategic Plan, Fiscal Years 2013-2017." It is based on meta-analysis of over 600 studies for the past two decades and highlights the department's Youth First motto by moving current and future contracted non-residential service providers toward greater use of interventions supported by evidence of effectiveness, while incentivizing them to increase their programmatic span to include more difficult to serve youth.

RFP Proposal Evaluation Process

The evaluation process relating to the request for proposals will be coordinated by Contract Services staff. The evaluative tools have been reviewed by Ms. Virginia Porter, Auditor's Office and Ms. Shannon Brown, Purchasing. The following criteria will be used by the evaluation committee in evaluating proposals:

<u>Evaluative Criteria</u>	<u>Assigned Point Value</u>
Core qualifications, financial stability	10 points
Program design, model and fidelity	35 points
Staff qualifications, licenses and diversity	20 points
Agency experience and service category	15 points
Proposed format	5 points
MWBE	15 points
Total	100 points

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

214-698-2200 Office

214-698-5508 Fax

All proposals will be evaluated by a multidisciplinary committee and each committee member will submit a financial disclosure form before reviewing proposals. Pursuant to Dallas County's Transparency Policy, all committee members will disclose the existence and source of any income generated outside of working for Dallas County that is received by that individual, their spouse, or any dependent. This disclosure will be made prior to any committee member participating in any RFP process. The evaluation committee will review and evaluate each assigned proposal to identify those programs which present an effective method of providing the services specifically identified in the RFP.

The committee will be comprised of representatives from the following divisions of the Juvenile Department:

- Contract Services
- Court Assessment
- Field Probation
- Placement Services
- Clinical Services
- Victim Services
- Institutional Services
- Educational Services

The evaluation committee will be trained by the Research Division. Each committee member will review and evaluate each assigned proposal to identify those programs which present an effective method of providing the services specifically identified in the Request for Proposals (RFP). The Request for Proposals Evaluation Grid will be clear and easy to complete (Attachment 1). In addition, the attached drafted program evaluation tool (Attachment 2) is currently undergoing validation processes through the Research Division to determine fit for our specific juvenile population. Upon approval, both instruments will be included in the RFP request for release in August.

Impact on Operations and Maintenance:

Juvenile Department staff will assist the Dallas County Purchasing Department with the proposal release. The Juvenile Department will evaluate the proposals and make recommendations for contract award, and Contract Services will administer and monitor the contracts once approved. Probation officers will refer appropriate youth to the programs. Financial and programmatic audits will be conducted to ensure quality programming.

Strategic Plan Compliance:

This request complies with Vision 3: *Dallas is safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

Legal Information:

There is no legal impact.

Financial Impact/Considerations:

Non-residential services contracts will be funded from the Juvenile Department's 5110 budget and grants provided by the Texas Juvenile Justice Department. The Juvenile Department will also continue efforts to utilize NorthStar, Medicaid, third party insurance companies, and other community resources when available.

Performance Impact Measures:

The Texas Juvenile Justice Department requires contract recipients have performance goals and objectives included in all service provider contracts. The Juvenile Department will establish performance measures based

on the new methodology for evaluating non-residential programs. The performance measures will include, but will not be limited to program fidelity, rate of recidivism for successful discharges, rate of successful discharges, success in working with higher need youth, the average length of stay for successful discharges as well as critical incidents/investigations during the review period. These new tools will help us measure each non-residential service provider's effects on delinquency and subsequent offending, their protocols for developing comprehensive treatment plans that match effective services with offender treatment needs, and program quality assurance.

Project Schedule/Implementation:

The RFP process will begin once approved by the Juvenile Board. The attached documents (initial evaluation tool and ongoing evaluation tool) will be included in the RFP package.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the new evaluative tools for use in evaluating the non-residential programs.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2014-089

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Smith	Judge William Mazur	Commissioner John Wiley Price
County Judge Clay Jenkins	Ms. Paula Miller	Judge Robert Burns
Judge Gracie Lewis	Judge Craig Smith	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, the Dallas County Juvenile Department historically contracts with community-based programs to provide non-residential services for the youth that we serve. This Department utilizes non-residential services as support for two main populations: (1) youth on home probation who have a need for support services to improve their chances of successfully completing probation without the need for residential placement, and (2) youth returning to the community from residential placement whose aftercare plan indicates a need for support services; and

WHEREAS, the purpose of this brief is to request the Juvenile Board's approval to revise and upgrade the methodology of evaluating non-residential providers. The Research Division proposes utilizing a research based tool to evaluate proposals and their ongoing services. This new method will replace a system that has been in place since 2002. In accordance with the progressive reforms of recent years toward programs validated by research, this evidence-based approach has been advocated by the U.S. Department of Justice (DOJ), the Office of Justice Programs (OJP), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and is part of the Texas Juvenile Justice Department's "Agency Strategic Plan, Fiscal Years 2013-2017; and

WHEREAS, it is based on meta-analysis of over 600 studies for the past two decades and highlights the department's Youth First motto by moving current and future contracted non-residential service providers toward greater use of interventions supported by evidence of effectiveness while incentivizing them to increase their programmatic span to include more difficult to serve youth; and

WHEREAS, the evaluation process for the request for proposals will be coordinated by Contract Services staff. The evaluative tools have been reviewed by Ms. Virginia Porter, Auditor's Office and Ms. Shannon Brown, Purchasing; and

WHEREAS, the following criteria will be used by the evaluation committee in evaluating proposals:

<u>Evaluation Criteria</u>	<u>Assigned Point Value</u>
Core qualifications, financial stability	10
Program design, model, and fidelity	35
Staff qualifications, licenses, and diversity	20
Agency experience and service	15
Proposal format	5
MWBE	15

WHEREAS, all proposals will be evaluated by a multidisciplinary committee comprised of representatives from all facets of the Juvenile Department; and

WHEREAS, the evaluation committee will be trained by the Research Division. Each committee member will review and evaluate each assigned proposal to identify those programs which present an effective method of providing the services specifically identified in the Request for Proposals (RFP). The Request for Proposals Evaluation Grid will be clear and easy to complete (Attachment 1). In addition, the attached drafted program evaluation tool (Attachment 2) is currently undergoing validation processes through the Research Division to determine if it's fit for our specific juvenile population. Both instruments will be included in the RFP request for release in August.

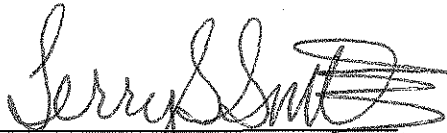
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the recommendation by the Juvenile Department to update the methodology utilized to evaluate Request for Proposals.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

The forgoing Juvenile Board Order was lawfully moved by Ms. Paula Miller and seconded by Commissioner John Wiley Price, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:

Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

Dallas County Juvenile Department
Request for Proposals No.: 2014-078-6081
Solicitation for Non-residential Contract Services
Proposal Evaluation Scorecard

Organization Name _____ Service Category _____

Minimum Qualifications (10 points)	Score
Hours of operation; transportation; snacks; definition of successful/unsuccessful; total youth served; alignment of mission with DCJD; benefit to DCJD and youth/families served; financial stability/revenue streams; current and past litigation	
Comments:	
Program Design (35 points)	Score
Program goals, objectives, timeline (5)	
Evidence to support program model & performance measures (15)	
Program fidelity (5)	
Program activities (10)	
Comments:	
Staff Qualifications (20)	Score
Staff certifications, licenses, education (7)	
Staff experience with at risk/delinquent youth (6)	
Ethnically diverse and bilingual staff/administration/governing board (7)	
Comments:	
Agency Experience (15)	Score
Years of experience as an agency (5)	
Experience with specific service category (5)	
Experience with target population or metropolitan comparable to Dallas County (5)	
Comments:	
Proposal Format (5)	Score
Font size 10 font or larger; responses to questions are single spaced and double spaced between each question/answer set; includes all RFP questions; includes a response to all RFP questions; is arranged in the order specified by the RFP; adheres to page restrictions for each Appendix; includes all required forms/reports/documentation; is neat and professionally presented; proposer submitted one (1) original proposal, two (2) complete paper copies and ten (10) electronic copies as required by the RFP	
Comments:	
Awarded by Minority/Women Business Enterprise (15)	Score
Total	0

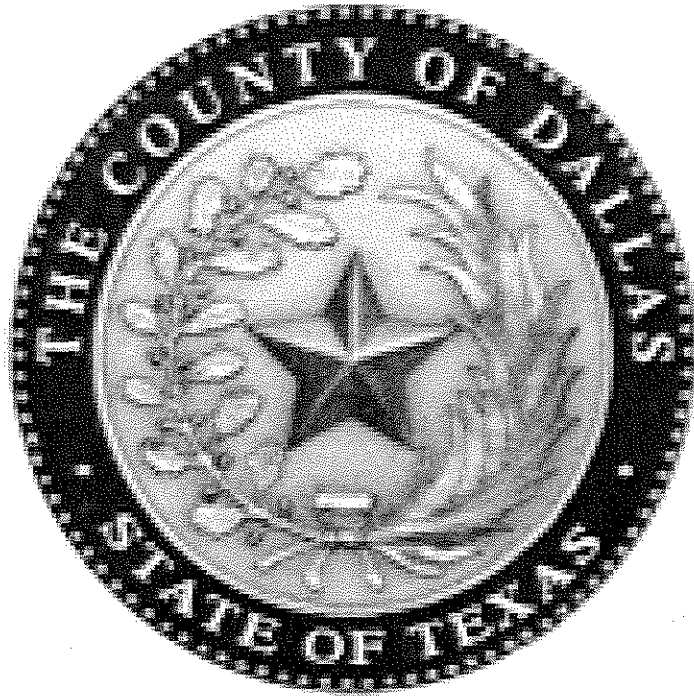
Signature _____ Date _____

Dallas County Juvenile Department
 Non-residential Evaluation Process: 2014-078-6081
 Renewal of Existing Non-residential Services Contracts for FY2014
 Program Evaluation Scorecard

Organization Name _____ Service Category _____

Type of Service, Primary (20 points)	Score
Highly Effective: Cognitive Behavioral Therapy and Family Preservation Programs, Mentoring, Substance Abuse Treatment, and Intervention Services (20)	
Effective: Family and Mixed Counseling, Social Skills Training, Challenge and Remediation Programs, Restitution, Community Service, and Remedial Academic Programs (15)	
Basic: Vocational Counseling, Job Training, and Work Experience Programs (10)	
Comments:	
RFP Compliance and Implementation Quality (25)	
Treatment integrity, program fidelity, performance measures and corrective action responsiveness (10)	
Staff certifications, licenses, education, diversity, and training (5)	
Program goals, objectives, and adherence to primary service manual or protocol (5)	
Core qualifications, financial stability, complaints (5)	
Comments:	
Risk-adjusted Recidivism by Program Type (10)	
Recidivism rate for low-risk juvenile program participants relative to low-risk juvenile rates (5)	
Recidivism rate for medium-risk juvenile program participants relative to medium-risk juvenile rates (3)	
Recidivism rate for high-risk juvenile program participants relative to high-risk juvenile rates (2)	
Comments:	
Amount of Service Provided (20)	
Program Span, percent of youth who received at least the target weeks of service:	
0% (0 points) 50% (6 points) 60% (8 points)	
70% (12 points) 80% (16 points) 90% (20 points)	
Comments:	
Risk Level of Youth Served Using Validated Risk and Needs Assessment (RANA) Tool (20)	
Percent of youth served with a risk score of at least Medium (greater than Low):	
0% (0 points) 20% (2 points) 30% (4 points)	
40% (6 points) 50% (8 points) 60% (10 points)	
Percent of youth served with a risk score of High (greater than Medium):	
0% (0 points) 12% (2 points) 14% (4 points)	
16% (6 points) 18% (8 points) 20% (10 points)	
Comments:	
Qualified Supplemental Service (5)	
Use of qualifying supplemental services designed to enhance primary service efficacy:	
None (0 points) One or more (5 points)	
Comments:	
Total	0

Signature _____ Date _____



AGENDA ITEM

Q.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Release of Request For Proposal for Non-Residential Contract Services for FY2015

Background of Issue:

The Juvenile Department historically contracts with community-based programs to provide non-residential services for the youth that we serve. This Department utilizes non-residential services as support for two main populations: (1) youth on home probation who have a need for support services to improve their chances of successfully completing probation without the need for residential placement; and (2) youth returning to the community from residential placement whose aftercare plan indicates a need for support services.

On August 26, 2013, the Juvenile Board authorized continuation of the existing non-residential services contracts for FY2014 (Board Order: 2013-091). Those contracts were awarded under Request for Proposals (RFP) #: 2011-073-5568 and RFP #: 2012-078-6081, issued in FY2011 and FY2012, respectively.

Currently, the Juvenile Department has a total of thirteen (13) non-residential programs/services offered by nine (9) vendors. This is the lowest number of program/service options offered by the Department in the past few years. An analysis of the Department's non-residential service needs revealed the need to increase program options in all service categories offered by the Department. The analysis also revealed specific service areas throughout Dallas County in which program/service options are needed.

The Juvenile Department's Contract Services staff is continuing its efforts to re-build its consortium of non-residential services. The purpose of this brief is to request the Juvenile Board's approval to release an RFP soliciting community-based non-residential services for FY2015. If approved, the RFP will solicit service providers for the service categories currently offered by the Department as well as new and innovative methods of intervention to meet the Department's needs.

RFP Proposal Evaluation Process

The evaluation process for this request for proposals will be coordinated by the Contract Services staff. The following criteria will be used by the evaluation committee in evaluating proposals:

<u>Evaluation Criteria</u>	<u>Assigned Point Value</u>
Core qualifications, financial stability	10
Program design, model, and fidelity	35
Staff qualifications, licenses, and diversity	20
Agency experience and service category	15
Proposal format	5
MWBE	15

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

214-698-2200 Office

214-698-5508 Fax

All proposals will be evaluated by a multidisciplinary committee comprised of representatives from various areas of the Juvenile Department:

1. Contract Services
2. Court Assessment
3. Field Probation
4. Placement Services
5. Clinical Services
6. Educational Services
7. Victim Services
8. Institutional Service

Pursuant to Dallas County's Transparency Policy, all committee members will disclose the existence and source of any income generated outside of working for Dallas County that is received by that individual, their spouse, or any dependent. This disclosure will be made prior to any committee member participating in any RFP process. The evaluation committee will review and evaluate each assigned proposal to identify those programs which present an effective method of providing the services specifically identified in the RFP.

The RFP evaluation process may also involve a panel interview session which affords the evaluation committee an opportunity to pose questions directly to the applicants for purposes of obtaining needed clarification on the content of the proposal and/or to gain more insight on the applying agency and the proposed service. The panel interview process will occur only if deemed necessary by the evaluation committee.

Impact on Operations and Maintenance:

The Juvenile Department staff will assist the Purchasing Department with the proposal release. The Juvenile Department will evaluate the proposals and make recommendations for contract award. Contract Services will administer and monitor the contracts once approved. Probation officers will refer appropriate youth to the programs. Financial and programmatic audits will be conducted to ensure quality programming.

Strategic Plan Compliance:

This request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County is *safe, secure, and prepared by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.*

Legal Information:

The RFP was written by Contract Services staff using standard language required by the Purchasing and Juvenile Departments. The RFP has been reviewed and approved by Gloria Torres, Contracts Supervisor for the Purchasing Department. Assistant District Attorney, Denika Caruthers approved the RFP as to its form. A draft of the RFP document is included in this brief as Attachment 1.

Financial Impact/Considerations:

Non-residential services contracts will be funded from the Juvenile Departments' 5110 budget and grants provided by the Texas Juvenile Justice Department. The Juvenile Department will also continue efforts to utilize NorthStar, Medicaid, third party insurance, and other community resources when available.

Performance Impact Measures:

The Texas Juvenile Justice Department requires that grant recipients have performance goals and objectives included in all service provider contracts. The Department will set FY2015 performance goals and objectives

***To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.***

based on FY2014 performance outcomes which include, but are not limited to length of stay, successful program completion and recidivism criteria. The RFP respondents who are awarded a contract under this RFP will be notified of these targets and informed that their performance and individual evaluation scores will be the impetus in recommending contract renewal.

Project Schedule/Implementation:

<i>Release RFP:</i>	<i>Monday, August 11, 2014</i>
<i>Pre-Bid Conference:</i>	<i>Friday, August 22, 2014</i>
<i>Due to Purchasing:</i>	<i>Monday, September 15, 2014</i>
<i>Recommendations to Juvenile Board:</i>	<i>Monday, October 27, 2014</i>
<i>Recommendations to Commissioners Court:</i>	<i>Tuesday, November 4, 2014</i>
<i>Start of Programs/Services for FY2015:</i>	<i>Tuesday, November 11, 2014</i>


M/WBE Information:

The Juvenile Department's standard RFP clearly indicates that Dallas County policy requires all proposers to complete and submit the required M/WBE documentation. All M/WBE information will be scored by the County's M/WBE Coordinator. Individual scores will be included in the total score for each proposer.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's release of Request for Proposals for non-residential contract services for utilization during FY2015.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2014-090

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon	Judge William Mazur	Commissioner John Wiley Price
County Judge Clay Jenkins	Ms. Paula Miller	Judge Robert Burns
Judge Gracie Lewis	Judge Craig Smith	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

- WHEREAS,** the Juvenile Department historically contracts with community-based programs to provide non-residential services for the youth that we serve; and
- WHEREAS,** non-residential services are used for two main populations: (1) youth on home probation who have a need for support services to improve their chances of successfully completing probation without the need for residential placement; and (2) youth returning from residential placement whose aftercare plan indicates a need for support services; and
- WHEREAS,** the Juvenile Department currently has a total of nine (9) non-residential contracts under which thirteen (13) programs are utilized to provide support and services to Dallas County youth and their families; and
- WHEREAS,** the existing contracts were issued under Request for Proposals (RFP) No. 2011-073-5568 and RFP No. 2012-078-6081, issued in FY2011 and FY2012, respectively; and
- WHEREAS,** an RFP soliciting bids for non-residential services for FY2015 was written by Contract Services staff using standard language required by the Purchasing and Juvenile Departments; and
- WHEREAS,** the RFP was reviewed and approved by Gloria Torres, Contracts Supervisor for the Purchasing Department; and
- WHEREAS,** Assistant District Attorney, Denika Caruthers approved the RFP document as to its form; and
- WHEREAS,** the proposals will be evaluated by a multi-disciplinary committee comprised of representatives from various areas of the Juvenile Department; Pursuant to Dallas County's Transparency Policy, all committee members will disclose the existence and source of any income generated outside of working for Dallas County that is received by that individual, their spouse, or any

dependent; This disclosure will be made prior to any committee member participating in any RFP process; and

WHEREAS, the Juvenile Department's Contract Services unit will administer and monitor the contracts when the selection process is completed; and

WHEREAS, the non-residential services contracts will be funded from the Juvenile Department's 5110 budget, and grants provided by the Texas Juvenile Justice Department; and

WHEREAS, the Commissioners Court will be briefed about the Juvenile Department's request for approval to release an RFP soliciting non-residential services for FY 2015; and

WHEREAS, this request complies with Vision 3: *Dallas is safe, secure and prepared by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.*

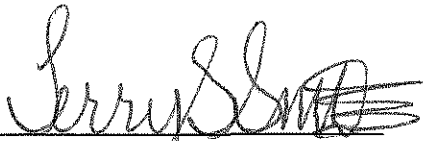
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Department's release of Request for non-residential contact services for utilization during FY2015.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Judge Gracie Lewis, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:

Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



RFP No. 2014-XXX-XXXX

REQUEST FOR PROPOSALS

**Contract for Non-Residential Services
for the**

Dallas County Juvenile Department

Pre-Proposal Conference:

Friday, August 22, 2014 @

10:00 a.m.

Henry Wade Juvenile Justice Center

2600 Lone Star Dr., 1st Floor, Room 2A/2B

Dallas, Texas

Proposal Due Deadline Date and Delivery Location:

Monday, September 15, 2014

@ 2:00 p.m.

Dallas County Purchasing Department

Dallas County Records Building

509 Main Street, 6th Floor, Room 623

Dallas, Texas 75202

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NOTE: None of the above is to be submitted with the proposal

Forms for Submission

Proposal Cover Sheet	
Appendix A	Questions Regarding the Agency
Appendix A-1	Profile of Agency Personnel/Board of Directors
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Appendix D	Texas Secretary of State Certificate of Status
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Appendix H	Insurance Requirement Affidavit
Appendix I	Workers Compensation Affidavit
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PART I. GENERAL INFORMATION

A. Definitions:

1. RFP - Request for Proposal.
2. Non-Residential Service - A program that provides support services to juveniles involved in the juvenile justice system, while remaining in the custody of their parent or guardian within the community.
3. Multi-Agency Collaboration - Two (2) or more agencies who enter into a formal agreement to prepare the proposal and provide the services that are proposed. Agencies may include letters of agreement with other agencies that will provide free services for youth and/or family members referred.
4. Lead Agency - In the event of a Multi-Agency Collaboration, one agency must be designated to sign all required documents, and assume all responsibilities as outlined in this RFP, including, but not limited to fiscal and programmatic accountability. The contract will be between the lead agency and Dallas County Juvenile Department.
5. Service Category - The principal service that is being offered through this Request for proposal. (One of the ten categories listed on the cover sheet of your proposal)
6. Program Component – Services that will be provided as part of the primary Service Category listed above. (Examples: group counseling, individual counseling, service projects, field trips, case management, urinalysis, home visits)
7. Administrative Entity - The Dallas County Juvenile Department.
8. Term - The time period that a contract will begin and end. The contract term for this RFP is October 1, 2014 or the date of full execution of the contract documents through September 30, 2015. The contract may be automatically renewed for four(4) additional twelve (12) month periods, if funding is available and if the contractor is meeting all contractual obligations and operating an effective program as determined by the Juvenile Department.
9. Applicant, Contractor, Service Provider, Proposer, Provider or Agency - The legal entity submitting a proposal for funding consideration.
10. Fiscal Year (FY) - The time period in which the Juvenile Department operates related service functions for fiscal accountability. The 2015 fiscal year for Dallas County is October 1, 2014 through September 30, 2015.
11. Average Length of Stay – The average duration of program involvement needed to achieve the expected outcomes.
12. Overall Program Goal- The general ends toward which the program directs its efforts.
13. Objective – Clear targets for specific action needed to meet the program goal. An objective is achievable, measurable, and sets the direction for strategies.

14. Strategy – The program’s method to achieve goals and objectives.
15. Performance Measure – Indicators of the work performed and the results achieved.
16. Outcome Measure- The tools or indicators, to assess the actual impact of the program. The outcome measure is a means for quantified comparison between the actual result and the intended result.
17. Transmittal Letter – The transmittal letter should be submitted on the agency’s letter head, and should not exceed five pages in length. The letter will serve as the proposal abstract and should include the following:
 - a. A statement of the agency’s intent to submit a proposal and a brief summary of the program proposed, including a description of the program design to be used.
 - b. A brief agency history, including participation in similar family strengthening projects.
 - c. A brief history of the collaborating agencies, if applicable.
 - d. The proposed rate structure (cost per unit of service) for the program/service.
 - e. Statement indicating the organization’s fiscal capacity to operate the program.
 - f. Clarify the relationship, if any, between the agency’s current funding sources and the funds requested through this proposal.
 - g. Contact person and phone number for questions regarding proposal.

B. RFP Communication Process

1. Communications:

All questions, comments and requests for clarification must reference the RFP number on all correspondence to Dallas County.

Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County.

The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

All addendums and/or any other correspondence (general information, question and responses) to this RFP will be made available exclusively through the Dallas County website for retrieval. Contractors are solely responsible for frequently checking this website for updates to this RFP. Addendums to this RFP can be located at the following web address:

<http://www.dallascounty.org/department/purchasing/currentbids.html>

(go to the appropriate RFP #, click on the appropriate hyperlink for viewing and/or downloading.)

Parties responding to a request for proposal (RFP) or a request for qualifications (RFQ) shall sign a statement stating that, unless otherwise specifically allowed by a formal majority of

the Commissioners Court, once the County has released the RFP or RFQ, these interested parties, as well as their employees and any paid or unpaid personnel acting on their behalf, will not contact, meet, or initiate communication with any member of the Commissioners Court for the purpose of discussing their qualifications, the qualifications of other parties, the RFP/RFQ, the anticipated contract, or past contract performance or experience until the responses to the RFP/RFQ are briefed to the Commissioners Court. However, nothing in this provision shall prevent the Commissioners Court from interacting with a current vendor/contractor about typical matters arising under the firm's current contract. Failure to refrain from such contact and discussion may result in the firm being disqualified from further consideration under said RFP/RFQ.

2. Submission of RFP Questions:

All questions regarding this RFP are to be submitted, in writing via email, fax or mail, to:

Attention: Gloria Torres, Contracts Supervisor
E-mail: gloria.torres@dallascounty.org
Fax: (214) 653-7449
Mail: Dallas County Purchasing
509 Main Street, Room 623
Dallas, Texas 75202.

Initial questions regarding this solicitation are to be submitted, in writing, to Gloria Torres by 4:00 p.m., Tuesday, August 19, 2014. Staff will attempt to answer these questions during the pre-bid conference on Friday, August 22, 2014.

Potential applicants will be required to submit, in writing, any additional questions presented at the pre-bid conference and/or after the conference. Any/all additional questions must be received by 4:00 P.M. (CST), on Wednesday, August 27, 2014. All questions and responses will be posted to the County's website in the manner as previously stated herein. Dallas County reserves the rights to reject/not respond to any questions received after the 4:00 P.M., Wednesday, August 27, 2014, deadline.

C. Purpose of the RFP:

The purpose of this Request for Proposals (RFP) is to solicit proposals to provide quality community-based non-residential services for youth under the supervision of the Dallas County Juvenile Department (the Juvenile Department) during the 2015 fiscal year. *The Juvenile Department is particularly interested in nationally recognized, 'Best Practice' models or other juvenile delinquency intervention/prevention methodologies having proven and documented effectiveness.*

D. Pre-Bid Conference:

A pre-bid conference for all potential providers will be conducted on **Friday, August 22, 2014, at 10:00 A.M., in room 2A/2B on the first floor of the Henry Wade Juvenile Justice Center, 2600 Lone Star Drive, Dallas, Texas.** Juvenile Department staff will outline the RFP process and associated time lines and will provide additional information that may be needed to effectively complete the RFP. The Dallas County Minority Business Officer will be present to answer any questions you have regarding required MWBE documents included in the RFP.

Though attendance is not mandatory, proposers submitting proposals without attending the pre-bid conference do so at their own risk and waive any right to assert claims later due to undiscovered conditions.

The pre-bid conference is for informational purposes only. Answers to questions that change or substantially clarify the RFP will be available on Dallas County's website as indicated in Part I, Paragraph B.1 of the RFP.

Persons with disabilities requiring special accommodations should submit their request in writing, at least two (2) business days prior to the pre-bid conference to Gloria Torres, Contracts Supervisor at:

E-mail: gloria.torres@dallascounty.org
Fax: (214) 653-7449
Mail: Dallas County Purchasing
509 Main Street, Room 623
Dallas, Texas 75202.

E. Funding:

Non-residential services are funded from the Juvenile Department's general budget, and grants provided by the Texas Juvenile Justice Department.

F. Employment of Certain Former County Employees

In accordance with the County's Transparency Policy, any firm awarded a contract for the procurement of goods or services shall be prohibited from hiring any individual who has previously worked for the County and in that capacity either evaluated, recommended, approved, monitored, or managed a contract involving that firm no sooner than twelve months after that individual has ceased to work for or be employed by the County. Failure to adhere to such a contractual requirement may result in the termination of the contract with the County.

G. Voluntary Moratorium on Campaign Contributions during RFP/RFQ Process

Parties interested in responding to a County request for proposal (RFP) or a request for qualifications (RFQ) shall be encouraged to sign a statement indicating that they will be willing to temporarily refrain from making any donation to any Dallas County elected official or candidate for office whose office (or potential office) has any involvement in the selection process for the associated contract during the pendency of the RFP/RFQ through thirty days after the contract is awarded. (Refer to Appendix G)

H. Authority to Transact Business in the State of Texas

Pursuant to Sec. 9.001 of the Texas Business Organization Code, non-Texas entities, including, but not limited to corporations, limited partnerships, and limited liability companies must have an application for registration filed with the Texas Secretary of State and shall provide to Dallas County a Certificate of Status issued by the Texas Secretary of State that serves as official evidence of the entity's existence or authority to transact business in Texas. To transact business with Dallas County, all entities must be in legal compliance pursuant to applicable laws, and shall provide to Dallas County evidence of said compliance. (Refer to Appendix D)

I. Additional Documentation Required Prior to Final Contract Execution

The following requirements must be met prior to final execution of the contract documents. The applicant's failure to provide the listed documentation in the timeframe specified by the Juvenile Department will result in the contract award recommendation being declared null and void.

1. Dallas County Health Department Inspection – The applicant must provide documentation of a health inspection conducted within the last twelve (12) months. This is applicable only if food is prepared and served at the program's facility. Based on this criterion, if a health inspection is not required, the Service Provider is subject to a health and safety condition

review conducted by the Juvenile Department prior to contract execution. For public facilities, this requirement is waived.

2. Fire Safety Inspection - The applicant must provide documentation of a fire safety inspection conducted within the last twelve (12) months. For public facilities, this requirement is waived.
3. Fire Alarm and Fire Extinguisher System Inspection - The applicant must provide documentation of a fire alarm and fire extinguisher inspection/servicing conducted within the last twelve (12) months. For public facilities, this requirement is waived.
4. Certificate of Occupancy (COC) - The applicant must provide a COC for each location of service delivery. For public facilities, this requirement is waived.
5. Dallas County Insurance Requirements – The applicant must provide a certificate of insurance evidencing the required minimum insurance coverage and the required additional insured and waiver of subrogation language as described in the RFP. (Ref: Part II, Section C, Paragraph 5.a-g)
6. W-9 Form – Request for Taxpayer Identification Number and Certification - The applicant must provide a completed and signed W-9 Form.
7. Texas Comptroller of Public Accounts Office - The applicant must provide documentation of the applicant's good-standing status with the Texas Comptroller of Public Accounts office. The documentation should include the 11-digit Comptroller's Taxpayer Number and the 9-digit Federal Employer's Identification Number.
8. Texas Secretary of State Certificate of Status - The applicant must provide documentation of the applicant's good-standing status with the Texas Office of the Secretary of State. The applicant shall also provide to Dallas County a Certificate of Status issued by the Texas Secretary of State that serves as official evidence of the entity's existence or authority to transact business in Texas.
9. Certification of Eligibility to Receive State Funds as Payment – The applicant must submit a complete/notarize the affidavit of eligibility certification statement. The affidavit will be provided by the Juvenile Department.
10. Licenses/Certificates Pertaining to the Respective Staff Positions – The applicant must submit a copy of all licenses/certificates relevant to each position operating under the contract.
11. Site/Facility License – The applicant must provide a copy of each facility license relevant to the proposed service.

PART II. MANDATORY REQUIREMENTS

A. MANDATORY COMMUNICATION REQUIREMENTS

The following communication requirements are considered mandatory for Dallas County non-residential services contracts, and will be required of all agencies that are selected for contract award.

1. If a Client enrolled in the Program makes an unauthorized departure, becomes seriously injured or ill, commits a penal code violation, or is involved in an incident that Contractor considers seriously jeopardizes continued participation, Contractor shall provide verbal notification immediately to the Client's probation officer, or the probation officer's supervisor if the probation officer is not available. Contractor shall also ensure that the Client's parents and, when appropriate, other authorities, including but not limited to, local law enforcement officials are notified. Contractor shall forward a written incident report regarding the matter on the Juvenile Department's Non-Residential Services Incident Report form to the Client's probation officer within two (2) working days.
2. If a Client alleges child abuse, or abuse is suspected for any reason, it must be immediately reported by Contractor following all of the procedures outlined above in Section 8, Paragraph F of this Contract.
3. Contractor will notify the Juvenile Department in writing within two (2) working days of any pending allegations of abuse or other investigations involving Contractor facility staff and/or that may impact Contractor licensing.
4. Contractor is required, at its own expense, to maintain web-conferencing capabilities to allow for audio and visual communication between Dallas County, program staff, clients and the parent/guardian. Web-conferencing will be utilized for contacts including, but not limited to, informal contacts between the client, probation officer and program staff, treatment planning, case staffings, and counseling sessions.

B. MANDATORY CONTRACT REQUIREMENTS

The following requirements are considered mandatory, and will be required of all agencies that are selected for contract award:

1. Contractors will be required to ensure that criminal background checks are conducted on all interns, volunteers and employees prior to involvement with program participants and at least annually thereafter. The Juvenile Department will determine the method by which the criminal background checks will be conducted and the frequency.
2. Contractors will be required to ensure that all staff who are in direct contact with youth as part of their regular job functions receive 40 hours of in-service/continuing education training annually, as appropriate for the service provided. The 40 annual training hours must include:
 - a. Behavior Management Training: 6 Hours Annually
The training model must include de-escalation techniques to address verbal and physical aggression. The model must be one that is recognized by the Texas Juvenile Justice Department, including but not limited to: Nonviolent Crisis Intervention,

Crisis Prevention Institute (CPI); Handle With Care Behavior Management System, Inc.; The Mandt System, David Mandt & Associates; and Prevention Management of Aggressive Behavior (PMAB).

- b. Cultural Sensitivity/Competency Training: 3 Hours Annually
Cultural competency is defined as the knowledge of an individual's culture to include history, religion, traditions and customs. This knowledge should lead to sensitivity on how their culture affects behavior.
 - c. Standard First Aid and Cardiopulmonary Resuscitation (CPR) Training:
The staff must be certified in standard first aid and CPR and participate in training, as necessary to maintain the certification.
3. The contractor must maintain documentation of the training and certifications.
 4. Contractors will be required to maintain a culturally diverse staff for this project.
 5. Contractors must ensure that the enrollment/intake process is completed on all referrals within 72 business hours of receipt of the referral for the Juvenile Department.
 6. Contractors will be required to provide a plan to establish community linkage, which will be available for clients after discharge from the program.
 7. Contractors must include some method of follow-up services after the client has completed the established length of service. This component could include telephone or in-person contacts and should be tracked in a statistical format.
 8. Contractors must include a program evaluation process. The evaluation process should be described in Appendix B-3 of the proposal. The description should reflect the process by which the program's effectiveness and efficiency will be measured (output measures and outcome measures). The proposal must detail the process to be used for obtaining and tracking performance data.
 9. Contractors must ensure that the actual program design is consistent with the chosen evidenced-based program model. In addition, the contractor must ensure that the program is implemented with fidelity in all aspects including, but not limited to service delivery, staff training, performance measures and evaluation.
 10. Contractor will be required to submit a Quarterly Performance Report and a Year End Performance Report on the contract program.
 11. All Contractors will be required to have a policy/procedures manual with written policy concerning the issues listed below.
 - a.) Client Confidentiality (including media requests, agency advertising etc.)
 - b.) Grievance Procedures
 - c.) Client Bill of Rights
 - d.) Criminal Background Investigations
 - e.) Medical Emergency Plan

- f.) Behavior Management and Restraint Application
- g.) Fire/Severe Weather Drills and Emergency Evacuation
- h.) Internal investigations
- i.) Enrollment/Intake Process
- j.) Program Cancellations
- k.) Reporting allegations of abuse and neglect

The policy and procedures manual must be available for review by Dallas County prior to contract execution.

- 12. An annual fire safety inspection will be required on the location of service delivery. Documentation of the inspection must be made available at the request of Dallas County. For public facilities, this requirement is waived.
- 13. If food is prepared and served at the location of service delivery, an annual health inspection will be required. Documentation of the inspection must be made available at the request of Dallas County. For public facilities, this requirement is waived. Based on the aforementioned criterion, if a health inspection is not required, the Service Provider will be subject to a health and safety condition review conducted by the Juvenile Department.

C. MANDATORY CONTRACT CLAUSES

Contracts awarded under this RFP will be written according to Dallas County standards for non-residential service contracts. The contract will include mandatory clauses including, but not limited to the following:

1. Assurances:

- a. Contractor agrees to establish safeguards to prohibit their employees and agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- b. Contractor assures that no person will, on the grounds of race, creed, ethnicity, disability, national origin, gender, religion, sexual orientation, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any Program or activity funded in whole or in part under this Contract.
- c. Contractor, by acceptance of funds provided under this Contract, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified in the State of Texas to perform the required services. Contractor further agrees and ensures that all Program and/or Facility licenses necessary to perform the required services are current and that the County will be notified immediately if such licenses become invalid during the Term of this Contract, or extension, thereto.
- d. Contractor assures that funds received pursuant to this Contract will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.
- e. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Contract, bid, or application is not

ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate.

- f. Failure to comply with any of these assurances or any other requirements specified herein will put Contractor in default of this Contract and may result, at the sole discretion of the County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

2. No Obligation:

In no event shall this Contract be construed to obligate the County to place alleged or adjudicated juvenile offenders in Contractor's Program.

3. Termination of Contract:

- a. This Contract may be terminated by either party by giving thirty (30) days written notice to the other party hereto of the intent to terminate.
- b. This Contract can be terminated by the County immediately and without notice with good cause, which includes but is not limited to failure of Contractor to protect the safety and wellbeing of Client referred by Juvenile Department.
- c. This Contract may be terminated by the County immediately and without notice if Contractor fails to comply with minimum service indicators as identified in the Appendix A of this Contract and in Contractor's proposal submitted in response to RFP No. 2014-XXX-XXXX.

4. Notices:

Any notice to be given under this Contract, shall be deemed to have been given, if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request. Such notice, demand or request, shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

5. Insurance and Indemnification:

- a. Contractor hereby forever waives and releases the County, the DCJB, Dallas County Juvenile Department, the County Commissioners, County Judge and their respective officers, agents, employees, and representatives (referred to collectively as "County") from any and all claims for damages, known or unknown, which may arise as a result, directly or indirectly, of Contractor's involvement in the Program and underlying Contract, including but not limited to the following: any premises or special defects known or unknown to the County; any injury to a Student and/or staff; and any injury to other individuals present during the Contractor's involvement under the terms and conditions of the Program and Contract, including willful acts such as assault against minors.
- b. AND FURTHER, the Contractor, to the fullest extent allowed by law, agrees to indemnify and hold harmless County against all claims, demands, actions, suits, losses, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorneys' fees), incurred by or sought to be imposed on County because of injury (including death), including, but not limited to, exposure to any infectious, communicable or sexually

transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to the Contract and/or Program. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, including County's negligence, intentional wrongdoing, strict product liability or breach of non-delegable duty. Contractor further agrees to defend (at the election of the County) at its sole cost and expense against any claim, demand, action or suit for which indemnification is provided hereunder.

- c. Contractor also agrees to purchase and maintain insurance coverage for operation of the Program as follows:

Workers' Compensation insurance - Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)** each accident;

Bodily injury by disease - **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS \$500,000.00** each employee; and

Bodily injury by disease - **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)** policy limit.

General Liability insurance - Contractor shall, at all times during the term and at its own expense, keep in full force and effect, comprehensive general liability coverage with minimum limits of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** on account of bodily injuries to, or death of one person (each occurrence) and a General Aggregate of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** for any one (1) occurrence.

Commercial or Business Auto Liability insurance - Contractor shall, at all times during the term and at its own expense, keep in full force and effect, Commercial or Business Auto Liability insurance, with minimum limits of **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)** for Combined Single Limit (each accident).

- d. **"The Juvenile Board of Dallas County" and "Dallas County" shall be named as additional insured on all such policies with the exception to the required Worker's Compensation insurance. All such policies shall provide for ten (10) days prior written notice to the County prior to amendment, cancellation or termination. Each policy shall contain a Waiver of Subrogation in favor of Dallas County. Contractor shall be solely responsible for all cost of any insurance as required herein; any and all deductible amounts in any policy; and in the event that an insurance company should deny coverage.**
- e. Insurance certificates - All duly executed certificates for the insurance to be carried by Contractor under this Contract shall be deposited with the County within ten (10) days of execution and/or renewal of this Contract; and upon renewals and/or material changes of such policies, but not less than fifteen (15) days prior to the expiration of the term of such coverage. All insurance required to be carried by

Contractor and/or subcontractors under this Contract shall be acceptable to the County in form and content, and written by insurers acceptable to the County, in its sole discretion. If Contractor and/or subcontractors shall fail to comply with any of the requirements relating to insurance, the County, in addition to all other remedies allowed by this Contract, may obtain such insurance and deduct from the payments to Contractor the costs of insurance premiums. However, Contractor shall have no recourse against the County for payment of any premiums or assessment for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor. Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor. Dallas County shall have the right to receive complete and certified copies of all insurance policies within 10 days of written notice.

- f. Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of this Contract, including any renewals or extensions. If any of the minimum insurance required under this Contract lapses, is reduced below minimum requirements or is prematurely terminated for any reason, the County can choose to withhold any and all payments due Contractor until the latter of: (i) required insurance is provided and received to the satisfaction of County; or (ii) four (4) years from termination date; or (iii) four (4) years from the date all claims and/or suits are finally settled and/or extinguished. This provision shall survive Contract termination.

- g. Insurance Lapses: In the event that Contractor does not maintain insurance as required by this Agreement, Contractor shall immediately cure such lapse at Contractor's sole expense, and pay County in full for all costs and expenses incurred by County under this Contract as a result of such failure to maintain insurance by Contractor, including costs and reasonable attorney's fees relating to County's efforts to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed \$1500.00, shall be automatically deducted from monies owed to Contractor by County. Moreover, Contractor agrees to allow the County to retain five percent (5%) of the value of the Contract to be placed in an account from monies owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The five percent (5%) retained shall be held by County until six (6) months after the date the lapse in coverage is cured or Term of the Contract has ended or has otherwise been terminated and released. If no claims are received or lawsuits filed against the County for any matter that should have been covered by the required insurance, the funds will be released. The County shall retain the funds if a claim is received or lawsuit filed and use the funds to defend, pay costs of defense or settle the claim.

CONTRACTOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO CONTRACTOR'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS AGREEMENT. CONTRACTOR, AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF CONTRACTOR'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS

AGREEMENT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR CONTRACTOR IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS CONTRACTOR MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY CONTRACTOR OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. CONTRACTOR AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT THE COUNTY'S CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

6. Offset:

In the event this Contract is terminated due to the failure of the Contractor to fulfill its obligations under this Contract because of breach, non-performance or withdrawal:

- a. The County may Contract with a new Contractor to provide comparable services for the term remaining on the Contract. In such case, the current Contractor shall be liable to the County for any additional costs the County may incur (e.g., the difference between the terminating Contractor's rate and the new Contractor's rate); further
- b. The County reserves the right to exercise its remedies including, but not limited to withholding monies owed to the Contractor; and
- c. The cost to the County of employing another provider to complete the Contract, the time required to do so and other factors which affect the value to the County of the services provided to the date of default may, at the sole discretion of the County, be offset against the amount of compensation, if any, to be paid to the Contractor; and
- d. The County is entitled to recover its attorney's fees and cost of suit, if the County files suit against the Contractor to enforce this provision.

7. Subcontracting:

- a. Contractor may not enter into agreements with subcontractors for delivery of the designated services outlined in this Contract without prior written consent of the County. The costs of all subcontracted services are included in the fees paid herein, unless otherwise stated. In selecting subcontractors, Contractor shall ensure that existing community-based organizations are utilized to the fullest extent possible.
- b. Subcontracts, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that it will be responsible to County for the performance of any subcontractor. Also, Contractor shall pay all subcontractors in a timely manner.
- c. Subcontractors identified in Contractor's response to RFP No. 2014-XXX-XXXX (Exhibit B) are also subject to the guidelines herein.

8. Choice of Laws and Venue:

In providing services required by this Contract, Contractor must observe and comply with all licenses, legal certifications, or inspections required for the services, Facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and

regulations. This Contract shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.

9. Amendments and Changes in the Law:

No modification, amendment, innovation, renewal or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Contract which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Contract and shall be effective on the date designated by said law.

10. Severability:

If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

11. Signatory Warranty:

The person or persons signing and executing this Contract on behalf of Contractor, or representing themselves as signing and executing this Contract on behalf of Contractor, do hereby warrant and guarantee that he, she, or they have been duly authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions herein set forth.

12. Entire Agreement:

This Contract, including all Appendices, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

13. Binding Effect:

This Contract and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

14. Federal Funded Project:

This Contract is funded in part by either the State of Texas or federal funding. Contractor agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Contract.

15. Default/Cumulative Rights/Mitigation:

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Contract are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages.

16. Assignment:

Contractor assures that it will not transfer or assign its interest in this Contract without the prior written consent of the County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Contract.

17. Counterparts, Number/Gender and Headings:

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Contract shall be held and construed to include any other gender any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Contract.

18. Sovereign Immunity:

This Contract is expressly made subject to County's sovereign immunity, Title 5 of the Texas Civil Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or the County has by operation of law. Nothing herein is intended to benefit any third-party beneficiaries to this Contract.

19. Prevention of Fraud and Abuse:

Contractor shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Contract. Any known or suspected incident of fraud or Program abuse involving Contractor's employees or agents shall be reported immediately by the County to the Office of the Inspector General for appropriate action. Moreover, Contractor warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Contractor and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Contract does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Contractor shall, upon notice by County, refund expenditures of the Contractor that are contrary to this Contract and deemed inappropriate by the County.

20. Fiscal Funding Clause:

Notwithstanding any provisions contained herein, the obligations of the County under this Contract are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Contract. Contractor shall have no right of action against County in the event County is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Contract or failure to budget or authorize funding for this Contract during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Contract by written notice to Contractor at the earliest possible time prior to the end of its fiscal year.

PART III. SCOPE OF WORK

A. Overview:

Historically, the Dallas County Juvenile Department has contracted with outside providers for non-residential services for youth at various points on the continuum of delinquent conduct. The needs related to alternative education, monitoring, substance abuse, psychological assessment and treatment services are met through the use of internal programs. The Juvenile Department continues to utilize outside contractors to provide non-residential services to address gaps in the services or when outside providers demonstrated the ability to provide services in a more cost-effective manner.

The Juvenile Department is issuing the Request for Proposal (RFP) to solicit specifically identified types of non-residential services to be delivered in the targeted service areas. The services should be designed to enhance probation casework for optimal protection of the community, encourage positive development and prevent further progression into the juvenile justice system. Applicants should give serious consideration to the service categories and the targeted population identified in Section C, below. The contract period will begin on October 1, 2014 or at the time of full execution of the contract documents. The contract period will end on September 30, 2015.

Contracts awarded under RFP No.: 2014-XXX-XXXX, at the total discretion of the Juvenile Department, may be automatically renewed for four (4) additional twelve month periods, if funding is available, and the contractor is meeting all contractual obligations and is operating effectively, as determined by Dallas County.

B. Target Population:

The program must be designed to address the needs of youth who range in age from 10-17 and are involved in the juvenile justice system. Agencies selected for contract must have a working knowledge of the community resources that exist throughout Dallas County and the ability to access services, in order to increase opportunities to provide preventive/intervention services for parents and siblings of youth referred to their contract program. The program should include services that can be individualized based on the level of intervention that is required.

The youth referred to the contracted program will be under supervision of the Juvenile Department while in the custody of the parent(s)/guardian. In many instances, the youth will be returning home after having been discharged from a residential treatment facility. Youth requiring non-residential services might have one or a combination of the following characteristics:

- | | |
|--|--|
| Truancy Issues | Negative Peer Associations |
| Substance Abuse Issues | Lacks Family Support |
| Pregnant/Parenting Teen | Anger Management Issues |
| Poor Social Skills | Domestic Violence Issues |
| Physical/Verbal Aggression | Runaway Behaviors |
| Low Academic Performance | 1-3 Grade Levels Behind in School |
| Absentee/Incarcerated Parents | Lacks Positive Role Model |
| Exploitation/Prostitution | Gang Affiliation |
| Mental Health Concerns/Special Needs | Victim of Sexual, Emotional, and/or Physical Abuse |
| Non-compliance with conditions of
Probation or pre-adjudicated intensive supervision. | |

C. Geographical Locations:

The RFP is soliciting several different types of non-residential services to be delivered throughout

Dallas County. However, the need does exist for specific services, in specific geographical areas. Those service needs and the geographical location of those needs are identified in Section D below. The Juvenile Department's primary objective regarding the geographical location of community-based programs is to provide programming in the communities of the referred youth and to minimize time spent in transit to and from the program facility. We believe that the optimum time for commute is 30 minutes each way. Applicants should review this section carefully to determine their ability to provide the specified services to the targeted populations.

Table – A
Dallas County Juvenile Department
Non-Residential Services Quadrant Table

Northwest Quadrant

Addison	75001, 75244
Carrollton	75006, 75007
Coppell	75019, 75067
Dallas	75201, 75202, 75204, 75206, 75207, 75209, 75212, 75219, 75220, 75229, 75230, 75235, 75240, 75243, 75247, 75248, 75251, 75252, 75287
Farmers Branch	75234
Highland Park	75205
Irving	75038, 75039, 75060, 75061, 75062, 75063
Richardson	75080, 75081, 75082
University Park	75225

Northeast Quadrant

Dallas	75214, 75218, 75223, 75226, 75227, 75228, 75231, 75238, 75246
Garland	75040, 75041, 75042, 75043, 75044
Mesquite	75126, 75149, 75150, 75181
Rowlett	75088, 75089
Sachse	75048
Sunnyvale	75182

Southwest Quadrant

Dallas	75208, 75224, 75232, 75233, 75237, 75236, 75249
Cedar Hill	75104
Cockrell Hill	75211
Desoto	75115
Duncanville	75116, 75137
Glen Heights	75154
Grand Prairie	75050, 75051, 75052

Southeast Quadrant

Dallas	75203, 75210, 75215, 75216, 75217, 75239, 75241, 75253
Lancaster	75134, 75146
Wilmer Hutchins	75125, 75141, 75172

Seagoville	75159
Balch Springs	75180

D. Service Categories and Program Components

Applicants must have the ability to offer a range of services based on the individualized needs of the youth that are referred for services. In addition, Applicants must include services to address the needs of the youth’s family as needed. Proposals must detail how the program will provide services using innovative approaches, and the efforts that will be made to maximize use of existing community resources that are available at no additional cost to the family and/or the Juvenile Department.

1. Alternative Education/GED Programs:

These services must address the needs of youth who are not appropriate candidates for a high school diploma. Service components which should be included in this service category are: GED preparation curriculum, English as a Second Language curriculum, Literacy, Remedial Education, pre- and post-GED tests, computer assisted curriculum, and other companion services such as: pre-employment skills training, job assistance/job placement, job retention coaching, independent living skills/life skills; career exploration and facilitation of vocational training, when applicable. *Note: A community linkage component is required for this service category.*

Location of Service Needs:

Northwest Quadrant Zip Codes Effecting: Dallas (75240); Irving (75038, 75039, 75060, 75061, 75062).

Northeast Quadrant Zip Codes Effecting: Dallas (75214, 75223, 75228, 75231, 75238); Garland (75040, 75041, 75042, 75043, 75044); Mesquite (75149, 75150, 75181).

Southwest Quadrant Zip Codes Effecting: Dallas (75232, 75237); Grand Prairie (75051).

Southeast Quadrant Zip Codes Effecting: Lancaster (75134, 75146); Wilmer-Hutchins (75141, 75172).

2. Detention Alternative Programs:

The objective of this service category is to provide support to youth who are released from the juvenile detention center pending completion of the court process. Detention alternative services involve frequent interaction with the youth/family through intense tracking, monitoring and case management services. The detention alternative programs are not considered therapeutic in nature but may include counseling components. Program participants are referred by the judiciary upon release home from the detention center and are discharged from the program upon disposition of their case.

Note: A community linkage component is not required for this service category.

Location of Service Needs: All quadrants of Dallas County,

Targeted Population: Juvenile’s pending release from the Dallas County Juvenile

Detention center as determined appropriate by the judiciary.

3. Family Preservation Program Services:

The objective of this service category is to provide intense and comprehensive home-based services that will be utilized to divert youth from residential placement.

The program design and performance outcomes for this category must be consistent with an evidenced-based program model. It is expected that the program model will be implemented with fidelity. Program staff must receive ongoing training and supervision from the appropriate authorities to ensure fidelity in every aspect of the program.

Note: A community linkage component is required for this service category.

Location of Service Needs: All quadrants of Dallas County,

Targeted Population: Juvenile probationers identified as candidates for residential placement.

4. Intensive Gang Prevention/Intervention Services:

The objective of this category is to provide programming that includes gang specific intervention strategies designed to interrupt gang affiliation and associated criminal activity. A description must be given of the specific strategies for:

- 1) Assessing the youth's level of gang involvement and associated risks
- 2) Interrupting the current level of gang involvement
- 3) Decreasing the immediate risk youth poses to himself, his family and the community
- 4) Assisting youth in developing alternatives to the gang lifestyle
- 5) Assisting youth in exiting gangs safely

Note: A community linkage component is required for this service category.

Location of Service Needs: All quadrants of Dallas County

5. Life Skills Programs:

The objective of this service category is to provide intense and comprehensive life/social skills training and case management services to youth/parents. In addition to a needs assessment and case management services, individual, group and family counseling will be provided by the contractor. The following are typical service components of the life skills program:

- a. Teen Parenting Skills (for male and female youth)
- b. Drug Education/Intervention
- c. Abstinence and Sex Education
- d. Pre-employment skills
- e. Employment Assistance /Job Placement
- f. Career Exploration Counseling
- g. Developing Healthy Relationships

- h. Anger Management
- i. Money Management
- j. Parenting Skills/Family Training
- k. Needs Assessment
- l. Victim Awareness Counseling
- m. Prevention/Intervention Focused Anti-Bullying Activities

Note: A community linkage component is required for this service category.

Location of Service Needs: All quadrants of Dallas County

6. Mentor Management Services:

This contract will involve coordination and management of mentors that are assigned to the Juvenile Department's diversionary courts.

The contractor's responsibilities will include, but are not limited to:

1. Vetting of mentors (conduct criminal background checks and interview mentors regarding social, educational, childhood, marital, professional, religious background).
2. Matching youth with compatible mentors (process youth/parent application; interview the youth/parent; identify a compatible mentor; share information about the identified match with the mentor and youth/parent; supervise an in-home introduction of the youth/parent to the mentor; follow-up meeting with all parties to solidify the agreement.
3. Work closely with Juvenile Department mentor recruiters and trainers to plan/coordinate quarterly meetings/trainings for the mentors.
4. Monitoring – conduct weekly individual contacts with the mentor, youth and parent to ensure quality and accountability, and to trouble shoot any problems.
5. Attendance at diversionary court hearings.
6. Plan/coordinate two activities each month, for the first three months of the matched mentee/mentor relationship.

7. Mentoring Services:

Services should be designed to provide a positive adult support system through assignment of a mentor to youth who have little family support or positive adult influences. The mentor helps youth to develop trust through the relationship developed and acts as a positive role model. The service contacts typically include one-on-one interaction between the mentor and youth for a minimum of weekly contacts. The following are considered appropriate objectives for the mentor programs:

- a. To provide general guidance to at-risk youth;

- b. To promote personal and social responsibility among at-risk youth;
- c. To increase participation of at-risk youth in and enhance their ability to benefit from the education process.
- d. To discourage use of illegal drugs, firearms and involvement in violence and other delinquent activity by at-risk youth
- e. Encourage at-risk youth's participation in service and community activities.

Note: A community linkage component is required for this service category.

Location of Service Needs: All quadrants of Dallas County.

8. Probation Violation Responses Programs:

Probation Violation Responses Programs are defined as consequences or punishment administered by the probation officer as a result of non-compliance with the court ordered terms and conditions of probation.

The levels of Probation Violation Responses Programs vary and are utilized at the discretion of the probation officer and the probation officer's supervisor during the administrative hearing process in lieu of a referral to the juvenile court for probation violations.

Behaviors/actions warranting referral to Probation Violation Responses Programs include but are not limited to curfew violations, truancy, disruptive behavior, failure to participate in required services. The length of stay for Probation Violation Responses Programs is generally short. They range from 1-4 weekends (Saturday and/or Sunday) to 1-4 weeks (Monday-Friday).

Typical after school and evening programs are not considered as Probation Violation Responses Programs. Probation Violation Responses Programs should be highly structured and include services that have proven to be successful, based on the applicant's prior knowledge and experience working with this difficult population, specifically youth who have failed to respond to traditional forms of intervention. An accountable and effective Probation Violation Responses Programs program should be:

- a.) Surely, swiftly, and consistently attached to wrongdoing;
- b.) Imposed with the goal of repairing harm to individual victims and the community to the greatest extent possible and, more generally, to emphasize the importance of probation compliance;
- c.) Perceived to proceed when possible from the community in which the juvenile offender lives;
- d.) Flexible and diverse enough to fit a variety of situations and types of offenders;
- e.) Sufficiently graduated to respond appropriately to each succeeding offense; and
- f.) Effective in promoting behavior change.

Probation Violation Responses Programs applicants whose primary focus is community service should note the following requirements:

1. The community service projects must occur on the weekends and away from the contractor's facility.
2. Time served on community service projects facilitated by Probation Violation Responses Programs will not be credited to community service hours ordered by the court.

Probation Violation Responses Programs applicants should note that Dallas County does not utilize Probation Violation Responses Programs whose methodology involves any form of boot camp or physical training.

Location of Service Needs: All quadrants of Dallas County.

9. Substance Abuse Treatment Services:

We are soliciting proposals for intensive and supportive outpatient treatment services for youth who do not require the structure of a day treatment or residential treatment program. Applicants must be licensed by the Texas State Department of Health Services (TSDHS) to provide supportive outpatient and intensive outpatient substance abuse treatment. The proposed service package must include at least two random urinalysis monthly, chemical assessments, and drug counseling provided in accordance with the TSDHS standards.

Location of Service Needs:

Northwest Quadrant Zip Codes Effecting: Addison Carrollton, Dallas (75212, 75229, 75212, 75240, 75243), Farmers Branch, Irving, and Richardson.

Northeast Quadrant Zip Codes Effecting: Dallas (75214, 75218, 75223, 75228, 75231, 75238, 75246), Garland (75040, 75043, 75044) Mesquite and Rowlett.

Southwest Quadrant Zip Codes Effecting: Cedar Hill, Cockrell Hill, Dallas (75224, 75232, 75233, 75236, 75237, 75249), DeSoto, Duncanville, Grand Prairie.

Southeast Quadrant Zip Codes Effecting: Dallas (75203, 75215, 75216, 75217, 75227, 75241), Lancaster, Seagoville

Applicants must be able to bill third party entities including but not limited to private health insurance, Value Options, NorthSTAR and CHIPS.

Targeted Population: Youth with chemical assessment recommendations for supportive or intensive outpatient drug treatment .

10. Vocational Training Programs:

The objective of the vocational training program is to give youth a chance to become exposed to the fundamentals of their desired trade through hands-on experience. Upon successful completion of the vocational training program, the youth will have a skill that can be utilized to either further his/her training or seek an apprentice job. These services should be available for age-appropriate clients, and should include other components to increase the likelihood of success, such as vocational assessment and career exploration, pre-employment skills training; job placement assistance; independent living skills/life skills.

Examples of core service components for vocational training programs are as follows:

Machine Shop & Welding	General Automotive Maintenance
Residential Carpentry	Electrical Construction/Repair
Nurses Aid	Painting and Decorating
Business Office Services	Small Engine Repair
Computer Training	Air Conditioning and Heating
Auto Body Repair	Janitorial Services
Horticulture Skills	Masonry
Plumbing	

Note: A community linkage component is required for this service category.

Location of Service Needs: All quadrants of Dallas County.

Targeted Population: Male and female youth, ages 16 and 17 years.

11. Wraparound Services:

Comprehensive services to juveniles and families following the wraparound process to build child and family teams who will develop individualized treatment plans that are needs-driven, based on existing strengths, and include a combination of public and community-based services.

Program staff must receive ongoing training and supervision from the appropriate authorities to ensure fidelity in every aspect of the program.

The program design and performance outcomes for this category must be consistent with the nationally recognized, evidenced-based 'Wraparound' model. It is expected that the contracted program will adhere to all aspects of the model and that the model will be implemented with fidelity.

As a source of reference, potential bidders for wraparound services should consult the website of the *National Wraparound Initiative* at:

<http://www.nwi.pdx.edu> which includes a description of the practice model.

Note: A community linkage component is required for this service category.

Location of Service Needs: All quadrants of Dallas County.

12. Other:

The purpose of this category is to allow for the review of nationally recognized best practice models that are proven to be effective methods of juvenile delinquency prevention/intervention. Potential applicants may visit the websites listed below or similar websites for program options.

Office of Juvenile Justice and Delinquency Prevention's Model Programs Guide (MPG) <http://www.ojjdp.gov/mpg/>

Office of Justice Program's Promising and Proven Programs on Youth Violence Prevention http://www.ojp.usdoj.gov/programs/vvp_programs.htm

**Blueprints for Violence Prevention
Center for the Study and Prevention of Violence
University of Colorado**
<http://www.colorado.edu/cspv/blueprints/promisingprograms.html>

**Promising Practices Network on Children, Families and Communities
The RAND Corporation**
www.promisingpractices.net/

**Strengthening America's Families
Effective Family Programs for Prevention of Delinquency
University of Utah, Department of Health Promotion and Education**
www.strengtheningfamilies.org/

**National Center for Mental Health and Juvenile Justice
Evidence Based Practices**
www.ncmhjj.com/EBP/

Location of Service Needs: All quadrants of Dallas County.

PART IV. FEE FOR SERVICES RATE STRUCTURE

The following are extremely important factors for potential bidders to consider:

1. Reimbursement under this RFP will be made under a purchase of services system by which contractors are reimbursed for units of service delivered during a given month. The Juvenile Department does not recognize 'per diem' as a service unit option for non-residential services contracts. All contractors will be reimbursed for specific contacts or sessions of services delivered.
2. Applicants must understand that this is not a grant and there is absolutely no allowance for start-up cost. Contractors are reimbursed for services delivered only.
3. The Juvenile Department does not guarantee referrals to any agency selected for contract award.
4. Prospective service providers must be able to operate without continuous funding from the Juvenile Department.
5. Referrals are made based on the needs of each individual youth for which services are required. Many factors contribute to placement decisions, such as the geographical location of the program in proximity to the youths' residence; the agencies' ability to address multiple needs for youth; the availability of bilingual services; the agencies' provision of

services/assistance to the parents/siblings of referred youth; and opportunities for third party billing; etc.

6. The Juvenile Department's current rate structure for contract non-residential services is provided below. Proposed rate structures should not exceed those listed.

Contract Non-Residential Services Rate Structure

- A. Alternative Education/GED:** \$45 per youth/per six hour day.
- B. Detention Alternative Programs:**
Monitoring Contacts: \$28/per youth/per contact (max: 2 contacts per day)

Case Management/Counseling Contact:
\$45/per youth/per 60 minute session (max: 1 session per week)
- C. Family Preservation Services (FPP):**

Therapeutic/Counseling Sessions: \$130.00/per youth/per 60 minute session
(max: 2 sessions per week)

FPP proposals requiring case management as a separate component may bill as follows:

Therapeutic/Counseling Sessions: \$85/per youth/ per 60 minute session (max: 2 sessions per week)
Case Management Sessions/Appointments: \$45/per youth/ per 60 minute session (max: 2 sessions per week)
- D. Group Counseling:** \$25/per youth/per 60 minute group session
- E. Intensive Gang Intervention/Prevention Services:**
Regular: \$27/per youth/per hour/7.5 hours weekly
Intensive: \$18.25/per youth/per hour/15 hours weekly
- F. Life Skills Training:**
Group Counseling Sessions: \$20/per youth/per 60 minute session
Individual Counseling Sessions: \$45/per youth/per 60 minute session
- G. Mentor Management Program:**
This is a new service category. Proposed fees for services will be considered on a competitive basis, comparing providers to the lowest cost provider proposing similar services. The proposed fees should not to exceed the actual cost of providing services.
- H. Mentoring Services:**
\$20/per youth/per hour/7.5 hours weekly.

- I. **Probation Violation Response Programs:**
 \$30/per youth/per 4 hour day (in-facility programming only)
 \$60/per day/per 4 hour day (in-facility programming, transportation and meals)

- J. **Substance Abuse Treatment Services:**
 Individual/Family Sessions: \$45/per 60 minute session
 Group Counseling Sessions: \$20/per youth/per 60 minute session
 Home Visit: \$50/per youth/per 90 minute session

- K. **Wraparound Services:**
 Regular: \$27/per youth/per hour/7.5 hours weekly
 Intensive: \$18.25/per youth/per hour/15 hours weekly

- L. **Other:**
 \$30 per youth/per 4 hour day (in-facility programming only)
 \$53 per day/per 4 hour day (in-facility programming, transportation and meals)

All reimbursement rates will have corresponding minimum service requirements, determined by the Juvenile Department and the contractor. If less than the minimum service requirements are met, a pro-rated amount will be applied, as stipulated by the Juvenile Department.

- 7. Reimbursement of actual program costs will be made no later than 30 days after receipt of:
 - a. A verified and proper reimbursement request; and
 - b. Required statistical and/or programmatic documentation; and
 - c. Documentation to indicate Insurance requirements have been met.

- 8. Contractors providing applicable services/programming must first pursue any third-party funding plans for youth referred for services prior to billing Dallas County including, but not limited to, private health insurance, NorthSTAR and CHIPS. Contractors will be required to show proof of such efforts before requesting reimbursements from the county. Contractors will be required to accept these reimbursements from the applicable plan as payment in full.

PART V. INSTRUCTIONS FOR COMPLETING PROPOSAL

- A. SPECIFIC REQUIREMENTS FOR PROPOSAL FORMAT
 - 1. Each page of the proposal shall be consecutively numbered beginning with the Cover Sheet as page 1.
 - 2. Proposals must be arranged in the order specified in Part VII., Required Proposal Format.
 - 3. Each page must be printed on one side only, and three-hole punched.
 - 4. Proposals should be type set in not less than twelve characters per inch, with a minimum character font size of ten points.

5. ***Proposals must include all RFP questions.***
6. Responses to questions must be single spaced; double spaced between each question and answer set.
7. All documents included in the proposal must be 8 ½" by 11" in size.
8. Proposal must not be bound (fastened with a binder clip only).
9. The Applicant must utilize tabbed dividers to separate each appendix of the proposal.
10. Each tabbed divider must identify the prospective appendix (examples: Appendix A, Appendix A-1, Appendix A-2).
11. Applicant must provide one (1) original, two (2) complete paper copies and twelve (12) electronic copies on a CD, DVD, USB Flash Drive, or Memory Stick, formatted in Microsoft Office 2003 and/or "Adobe PDF". The original, two paper copies, and twelve (12) electronic copies on a CD, DVD, USB Flash Drive, or Memory Stick must be complete and include all required appendices, attachments and supporting documentation.

In addition, the original hardbound copy of the proposal is to be clearly marked as "Original" on the outside cover and contain original signature of a person authorized to make a binding offer.

Proposal shall include all information required in this RFP and any subsequent addenda. By submitting a Proposal, the Applicant represents that it has thoroughly examined and become familiar with the services required under this RFP and that it is capable of providing the services that will achieve the County's task and objectives.

12. Applicant should submit only the items requested. Additional information needed, will be requested.
13. All Proposals (paper and electronic copies) must be sealed in a package or envelope clearly labeled/marked on the outside with the name of the firm submitting the Proposal and the following information:

RFP No. 2014-XXX-XXXX
Contract for Non-Residential Services for the Dallas County Juvenile Department
c/o Dallas County Purchasing Department
509 Main Street, 6th Floor, Room 623, Record Building
Dallas, TX 75202

Failure to follow the requirements to submit a sealed proposal will result in your proposal not being considered.

Dallas County is not responsible for delays in the delivery of mail by the U.S. Postal Service, FedEx, UPS, Private Couriers, or delivery by any other means. It is the sole responsibility of the Applicant to ensure that his/her Response/Proposal reaches the Purchasing Department by the designated date and hour indicated on the Cover Page and/or Addendum, as applicable. Proposals may not be delivered orally, nor by facsimile electronic transmission, email, or other telecommunication.

B. CAUTIONS FOR RESPONDING TO THE RFP:

1. IF APPLYING FOR MORE THAN ONE SERVICE CATEGORY, SEPARATE PROPOSALS MUST BE SUBMITTED FOR EACH CATEGORY.
2. Proposals submitted via fax transmission will not be accepted.

3. Proposals submitted directly to the Dallas County Juvenile Department will not be considered, and the Juvenile Department accepts no responsibility for notification to the Applicant or forwarding of the proposal.
4. Complete proposals must be submitted to the address below at the Dallas County Purchasing Department by **2:00 P.M. on Monday, September 15, 2014.** Proposals will not be accepted after this time and date. Note: Please reference the RFP Number and Company/Agency Name on the outside of all sealed envelopes, packages, and or boxes.
5. Proposals must be submitted to:

Gloria Torres, Contracts Supervisor
Dallas County Purchasing Department
Records Building
509 Main, 6th Floor, Room 623
Dallas, Texas 75202
6. All other questions concerning the RFP submission process should be directed to Gloria Torres at the Purchasing Department, fax (214)653-7449, email: gloria.torres@dallascounty.org.
7. A complete proposal includes all questions, answers and documentation required as explained in Part V and Part VI, herein. Incomplete proposals will not be considered.
8. The Juvenile Department retains the right to check each document submitted for validity.
9. Juvenile Department reserves the right to check each reference/document submitted in conjunction with this RFP.

PART VI. REQUIRED PROPOSAL FORMAT

EACH PROPOSAL MUST BE ORGANIZED IN THE SEQUENCE LISTED BELOW. SUBMIT ONLY THE REQUESTED INFORMATION. THE PROPOSAL MUST INCLUDE ALL QUESTIONS FROM THE RFP.

PROPOSALS SECTIONS AND APPENDICES MUST ADHERE TO THE MAXIMUM CONTENT INDICATED FOR THE RESPECTIVE APPENDIX/SECTION.

- | | | | |
|----|-----------------------|--|----------|
| 1. | Proposal Cover Sheet: | Maximum Content: | 1 page |
| 2. | Table of Contents: | Maximum Content: | 1 page |
| 3. | Transmittal Letter: | Maximum Content: | 2 pages |
| 4. | Appendix A: | Questions Regarding the Agency
Maximum Content: | 5 pages |
| 5. | Appendix A-1: | Profile of Agency Personnel/Board of Directors
Maximum Content: | 10 pages |
| 6. | Appendix A-2: | Mandatory Personnel Profile Report
Maximum Content: | 2 pages |
| 7. | Appendix A-3: | Documentation of Experience and Program Effectiveness
Maximum <u>Narrative</u> Content: | 2 pages |

8. Appendix A-4 Letters of Reference
Maximum Content: 5 pages
8. Appendix B: Program Description and Design:
Maximum Content: 10 Pages
9. Appendix B-1: Program Outline
Maximum Content: 3 pages
10. Appendix B-2: Goals, Objectives, Strategies, Performance Measures &
Outcome Measures Maximum Content: 2 pages
11. Appendix B-3: Methodology
Maximum Content: 2 Pages
12. Appendix C: Proposed Rate Structure
Maximum Content: 1 page
13. Appendix C-1: Description of Financial Stability
Maximum Content: 2 pages
14. Appendix C-2: Agency Operation Budgets
Maximum Content: 10 pages
15. Appendix C-3: Third Party Billing
Maximum Content: 1 page
16. Appendix D: Texas Secretary of State Certificate of Status
Maximum Content: 1 page
17. Appendix E: Affidavit of Eligibility / Certification of Status for FY2015s
Maximum Content: 1 page
17. Appendix F: Dallas County Minority/Women Business Enterprises
Specifications Maximum Content: 7 pages
18. Appendix G: Voluntary Moratorium on Campaign Contributions
Maximum Content: 1 page
19. Appendix H: Insurance Requirement Affidavit
Maximum Content: 1 page
20. Appendix I: Workers' Compensation Affidavit
Maximum Content: 1 page
21. Appendix D: Notarized Statement Validating Proposal Content
Maximum Content: 1 page

PART VII. PROPOSAL EVALUATION PROCESS

Step One: Proposals will be evaluated by a review panel appointed by Juvenile Department. The appointed committee will evaluate the proposals on: (a) Minimum Qualifications; (b) Program Design; (c) Staff Qualifications; and (d) Proposal Format . These criteria carry a combined point value of 85.

The County's M/WBE Officer will solely score (M/WBE Participation/Documents). The M/WBE scores will be added to the applicant's programmatic score for a composite score for the RFP process. The M/WBE criterion has an assigned point value of 15.

For clarification purposes, additional information may be requested from any of the responding firms/agencies as deemed applicable by Dallas County.

The committee will identify the firms scored susceptible of advancing to Step Two of the RFP process. Firms/Agencies obtaining a consolidated/overall rating of 70 or above based on the aforementioned rating criteria will be determined susceptible by the committee and recommended for advancement to Step Two of the RFP process.

Step Two: The identified Proposers will enter into Step Two of the RFP process, which may consist of but not necessarily limited to: panel interviews with selected applicants to discuss the proposal content in greater detail; request samples of prior work; and/or conduct site visits to observe programs in operation and contract compliance.

During this step, firms may have the opportunity to offer and the County may accept revisions to their originally submitted proposal. Care will be taken to ensure that all firms remain on the same competitive level and are proposing, substantially and materially, the same conditions and requirements.

Upon conclusion of this phase, the committee will submit an award recommendation to the Juvenile Board and Commissioners Court on the firm(s) evaluated to be most qualified and offering the best value to Dallas County. Upon formal approval, a contract will be formally drafted and entered into with the selected firms and/or agencies.

The review panel will evaluate and score submitted proposals based upon the criteria listed below. The review panel reserves the right to request any and all additional information needed to complete the evaluation process.

<u>Evaluation Criteria</u>	<u>Assigned Point Value</u>
Minimum Qualifications:	10 points
Program Design:	35 points
Staff Qualifications:	20 points
Agency Experience:	15 points
Proposal Format:	5 points
<u>Dallas County M/WBE:</u>	<u>15 points</u>
Total	100 points

A minimum score of 70 points out of a possible maximum 100 points will be set as the baseline in order to be recommended for contract award.

The scorecard provided below will be utilized by the evaluation committee to score all proposals submitted in accordance with the RFP guidelines and received by the Monday, September 15, 2014.

**Dallas County Juvenile Department
Request for Proposals No.: 2014-XXX-XXXX
Solicitation for Non-residential Contract Services
Proposal Evaluation Scorecard**

Organization Name _____ **Service Category** _____

Minimum Qualifications (10 points)	Score
Hours of operation; transportation; snacks; definition of successful/unsuccessful; total youth served; alignment of mission with DCJD; benefit to DCJD and youth/families served; financial stability/revenue streams; current and past litigation	
Comments:	
Program Design (35 points)	
Program goals, objectives, timeline (5)	
Evidence to support program model & performance measures (15)	
Program fidelity (5)	
Program activities (10)	
Comments:	
Staff Qualifications (20)	
Staff certifications, licenses, education (7)	
Staff experience with at risk/delinquent youth (6)	
Ethnically diverse and bilingual staff/administration/governing board (7)	
Comments:	
Agency Experience (15)	
Years of experience as an agency (5)	
Experience with specific service category (5)	
Experience with target population or metropolitan comparable to Dallas County (5)	
Comments:	
Proposal Format (5)	
Font size 10 font or larger; responses to questions are single spaced and double spaced between each question/answer set; includes all RFP questions; includes a response to all RFP questions; is arranged in the order specified by the RFP; adheres to page restrictions for each Appendix; includes all required forms/reports/documentation; is neat and professionally presented; proposer submitted one (1) original proposal, two (2) complete paper copies and ten (10) electronic copies as required by the RFP	
Comments:	
Awarded by Minority/Women Business Enterprise (15)	
Total	0

Signature _____ **Date** _____

Contracts awarded under RFP # 2014-XXX-XXXX may be automatically renewed for four (4) additional twelve month periods, if the contractor is operating an effective program and is complying with the non-residential services contract. The program evaluation scorecard provided below will be utilized to evaluate the performance of the contracted programs for contract renewal for FY2016.

Dallas County Juvenile Department
Non-residential Evaluation Process: 2014-XXX-XXXX
Renewal of Existing Non-residential Services Contracts for FY2016
Program Evaluation Scorecard

Organization Name _____ Service Category _____

Type of Service, Primary (20 points)	Score
Highly Effective: Cognitive Behavioral Therapy and Family Preservation Programs, Mentoring, Substance Abuse Treatment, and Intervention Services (20)	
Effective: Family and Mixed Counseling, Social Skills Training, Challenge and Remediation Programs, Restitution, Community Service, and Remedial Academic Programs (15)	
Basic: Vocational Counseling, Job Training, and Work Experience Programs (10)	
Comments:	
RFP Compliance and Implementation Quality (25)	
Treatment integrity, program fidelity, performance measures and corrective action responsivity (10)	
Staff certifications, licenses, education, diversity, and training (5)	
Program goals, objectives, and adherence to primary service manual or protocol (5)	
Core qualifications, financial stability, complaints (5)	
Comments:	
Risk-adjusted Recidivism by Program Type (10)	
Recidivism rate for low-risk juvenile program participants relative to low-risk juvenile rates (5)	
Recidivism rate for medium-risk juvenile program participants relative to medium-risk juvenile rates (3)	
Recidivism rate for high-risk juvenile program participants relative to high-risk juvenile rates (2)	
Comments:	
Amount of Service Provided (20)	
Program Span, percent of youth who received at least the target weeks of service:	
0% (0 points) 50% (6 points) 60% (8 points)	
70% (12 points) 80% (16 points) 90% (20 points)	
Comments:	
Risk Level of Youth Served Using Validated Risk and Needs Assessment (RANA) Tool (20)	
Percent of youth served with a risk score of at least Medium (greater than Low):	
0% (0 points) 20% (2 points) 30% (4 points)	
40% (6 points) 50% (8 points) 60% (10 points)	
Percent of youth served with a risk score of High (greater than Medium):	
0% (0 points) 12% (2 points) 14% (4 points)	
16% (6 points) 18% (8 points) 20% (10 points)	
Comments:	
Qualified Supplemental Service (5)	
Use of qualifying supplemental services designed to enhance primary service efficacy:	
None (0 points) One or more (5 points)	
Comments:	
Total	0

PART VIII. DALLAS COUNTY POLICY REGARDING REQUESTS FOR PROPOSAL AND PROPOSAL SUBMISSION

A. Collusion

The selected Applicant will be required to provide an affidavit that he has not conspired with other potential applicants in any manner to attempt to control competitive solicitation for these services. This paragraph does not, however, preclude two or more organizations or entities from presenting a combined or joint proposal as described in Paragraph (M) below.

B. Collaborative Proposals and Subcontracting

Two (2) or more organizations or entities may collaborate in preparing a proposal in response to this RFP. However, one organization must be designated as the primary Applicant, sign required documents and assume all responsibilities as outlined in this RFP. Subcontracting for the services described in the proposal is permitted if specified in the proposal. If any portions of the services are to be subcontracted, include in Appendix A -4, letters of agreement or intent with the entities that will provide the services.

C. Award of Contract(s)

Dallas County may select one or more proposals for the award of a contract. Proposals are scheduled to be reviewed and evaluated so that a recommendation for the award of a contract(s) will be presented to the Dallas County Juvenile Board and Commissioners Court in or before October and November of 2014, respectively. The contract will be between the selected Applicant and Dallas County, and will be administered by the selected Applicant and Dallas County Juvenile Department. Due to the nature and scope of the work required, it may be necessary to increase, decrease, or otherwise modify the scope of the effort or terms of the contract. Therefore, Dallas County may, from time to time, request revisions to the contract in order to adjust to its requirements. All contract modifications require formal Dallas County Juvenile Board and Commissioners Court approval.

In addition to any rights and remedies detailed in the general requirements of this RFP, Dallas County reserves the right to terminate any contract based upon failure to comply with usual and customary practices of the industry, breach of any laws, rules or regulations, failure to significantly comply with contractual requirements, or failure to meet the performance expectations as established by Dallas County. Dallas County may terminate the contract at will, based upon a thirty (30) day written notice.

Notwithstanding any provisions contained herein, Dallas County's obligation under this RFP and the resulting contract are expressly contingent upon the availability of funding for the term of the contract and any extension thereto. Contractor shall have no right of action against the County in the event the County is unable to fulfill its obligations under this RFP and the resulting contract, as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this project or failure to budget or authorize funding for this project during the current or future fiscal years. In the event the County is unable to fulfill its obligations as a result of lack of sufficient funding or if funds become unavailable, Dallas County, at its sole discretion, shall provide funds from a separate source or terminate this contract without penalty to the County.

D. No Communication Rule

Parties responding to a request for proposal (RFP) or a request for qualifications (RFQ) shall sign a statement stating that, unless otherwise specifically allowed by a formal majority of the Commissioners Court, once the County has released the RFP or RFQ, these interested parties, as well as their employees and any paid or unpaid personnel acting on their behalf, will not contact, meet, or initiate communication with any member of the Commissioners Court for the purpose of discussing their qualifications, the qualifications of other parties, the RFP/RFQ, the anticipated contract, or past contract performance or experience until the responses to the RFP/RFQ are briefed to the Commissioners Court. However, nothing in this provision shall prevent the Commissioners Court from interacting with a current vendor/contractor about typical matters arising under the firm's current contract. Failure to refrain from such contact and discussion may result in the firm being disqualified from further consideration under said RFP/RFQ.

E. Policy for Selection of Award

The Applicant will be required to submit a proposal meeting all requirements of this RFP. The proposals submitted will be evaluated based on competence and qualifications for the services to be performed at fair and reasonable prices. Dallas County reserves the right to waive qualifications irregularities. An overview of the evaluation process will be presented at the pre-bid conference.

F. Ambiguity, Conflict or Other Errors in the RFP

If the Applicant discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he/she shall immediately notify the Juvenile Department of such error in writing, and request modification or clarification of the document. Modification will be made by issuing an Addendum.

If the Applicant fails to notify the Juvenile Department of an error or ambiguity in the RFP that is known to him, or should have been known to him, prior to the date and time fixed for submission of proposals he shall not be entitled to additional compensation or time by reason of the error/ambiguity or its late resolution.

The Juvenile Department may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addendums will be numbered consecutively beginning with 1.

G. Notification of Most Current Address

The Applicant in receipt of the RFP shall notify the Dallas County Purchasing Department, (214) 653-7431, of any address changes, contact-person changes and/or telephone number addition/changes, no later than 48 hours prior to the date and time fixed for submission of proposals.

H. Signature of Proposal

A transmittal letter, which will be considered an integral part of the proposal, must be signed by an individual, who is authorized to bind the Applicant contractually.

If the Applicant is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation. If the Applicant is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign. If the Applicant is an individual, that individual shall sign.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Dallas County Purchasing Department prior to the submission of the proposal or with the proposal.

I. Economy of Presentation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in this RFP. The proposal must include all questions. All questions posed by the RFPs must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

J. Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Applicant shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

K. Implied Requirements

Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Applicant, shall be included in the proposal.

L. Ownership of Proposal

All proposals become the property of Dallas County and will not be returned to the Applicant.

M. Contract Development

The content of the RFP and selected Applicant's proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Applicant must be amenable to inclusion in a contract of any information provided either in response to this RFP, or subsequently during the selection and negotiation processes.

N. Employment of Certain Former County Employees

In accordance with the County's Transparency Policy, any firm awarded a contract for the procurement of goods or services shall be prohibited from hiring any individual who has previously worked for the County and in that capacity either evaluated, recommended, approved, monitored, or managed a contract involving that firm no sooner than twelve months after that individual has ceased to work for or be employed by the County. Failure to adhere to such a contractual requirement may result in the termination of the contract with the County.

O. Voluntary Moratorium on Campaign Contributions During RFP/RFQ Process

Parties interested in responding to a County request for proposal (RFP) or a request for qualifications (RFQ) shall be encouraged to sign a statement indicating that they will be willing to temporarily refrain from making any donation to any Dallas County elected official or candidate for office whose office (or potential office) has any involvement in the selection process for the associated contract during the pendency of the RFP/RFQ through thirty days after the contract is awarded. (Refer to Appendix E)

PART IX. DALLAS COUNTY JUVENILE DEPARTMENT REQUESTS FOR PROPOSAL APPEAL PROCESS

The Dallas County Juvenile Probation Department releases Request for Proposals (RFP) with general mandatory requirements for residential and non-residential vendors. The applicants must meet all eligibility requirements in order to be evaluated. Any actual or prospective bidder, offer, or contractor who considers himself / herself to have been aggrieved in connection with the solicitation, evaluation, or award of a contract by Dallas County Juvenile Probation Department / Contract Services may formally appeal or protest to the action.

Such appeal or protests must be made in writing and received by the Chief Probation Officer of Dallas County Juvenile Probation Department within 10 working days after the protesting party was notified via telephone, email, any electronic format or written notification knows, or should have known, of the occurrence of the action that is protested. A vendor, who files an appeal, must show that the Administration / Contract Services made an error that affected the decision in this case.

Formal protests must conform to the requirements listed below this section, and shall be resolved through use of the procedures that are described therein. The protesting party must mail or deliver two (2) copies (emails or any other electronic format will not be accepted) of the protest to the Dallas County Chief Juvenile Probation Officer:

**Dr. Terry S. Smith, Chief Probation Officer
Dallas County Juvenile Probation Department
Henry Wade Juvenile Justice Center
2600 Lone Star Drive
Dallas, Texas 75212**

The Juvenile Department shall proceed further with the request for proposal process unless the Chief Probation Officer, after consultation with the Manager of Budget / Contract Services, makes a written determination that the process should be delayed, to protect the best interests of the children / department.

1. A formal protest must be sworn and notarized;
2. A specific identification of the request of proposal provision that the protesting party alleges has been violated;
3. A specific description of each action that substantiate the alleged violation of the protesting party;
4. A precise statement of the relevant facts;
5. A statement of any fact that the protesting party contends must be resolved;
6. Statement of the argument and authorities that the protesting party offers in support of the protest;
7. The Manager of Budget/Contract Services may settle and resolve the dispute over the solicitation/evaluation of a proposal at any time before the matter is submitted on appeal to the Juvenile Board;
8. If the Manager of Budget/Contract Services determines that no violation of provisions has occurred, then the Manager of Budget and Contract Services shall inform the protesting party, by letter that sets forth the reasons for the determination;
9. If the Manager of Budget/Contract Services determines that a violation of any provisions has occurred in a situation in which a proposal has been evaluated, then the Manager of Budget/Contract Services shall inform the party, by letter that details the reasons for the determination and the appropriate remedy within 10 working days of receipt of protest;
10. The protesting party may appeal a determination of a protest by the Manager of Budget/Contract Services to the Chief Probation Officer. An appeal of the Manager of Budget's determination must be in writing and received in the office of the Chief Probation Officer by no later than 10 working days after the date on which the Manager of Budget/Contract Services has sent written notice of his/her determination. The scope of the appeal shall be limited to review of the Chief Probation Officer's determination. The protesting party must mail or deliver to Dallas County Juvenile Department a copy of the appeal, which must contain a certified statement that such copies have been provided;
11. The Chief Probation Officer (or designee) may settle and resolve the dispute over the solicitation/evaluation of a proposal at any time before the matter is submitted on appeal to the Juvenile Board. The Chief Probation Officer shall inform the party, by letter that details the reasons for the determination and the appropriate remedy within 10 working days of receipt of protest;
12. The Chief Probation Officer (or designee) determines that no violation of provisions has occurred, then the Chief Probation Officer shall inform the protesting party, by letter that sets forth the reason for the determination;
13. The protesting party may appeal a determination of a protest by the Chief Probation Officer to the Dallas County Juvenile Board. An appeal of the Chief Probation Officer's determination must be in writing and received in the office of the Juvenile Board c/o Tracy Broadnax, 2600 Lone Star Drive Dallas, TX 75212 no later than 10 working days after the date on which the Chief Probation Officer has sent written notice of his/her determination. The scope of the appeal shall be limited to review of the Dallas County Juvenile Board's determination. The protesting party must mail or deliver to Dallas County Juvenile Board two copies of the appeal, which must contain a certified statement that such copies have been provided;

14. The Juvenile Board may refer the matter to the Dallas County District Attorney Office / Civil Division for consideration or may issue a written decision that resolves the protest. The appeal will be presented at the monthly Dallas County Juvenile Board at which time the protester may appear;
15. The District Attorney's Office may consider any documents that Juvenile department staff or interested parties have submitted in order to provide counsel to the Juvenile Board;
16. The Juvenile Board and / or Dallas County District Attorney's Office shall issue a written letter of determination of the appeal to the parties which shall be final;
17. A written decision that either the Dallas County Juvenile Board and/or Dallas County District Attorney Office has issued shall be the final administrative action of the Juvenile Probation Department with no other level of appeal.

**REQUEST FOR PROPOSALS
NO. 2014-XXX-XXXX
CONTRACT FOR PURCHASE OF NON-RESIDENTIAL SERVICES
FOR
THE DALLAS COUNTY JUVENILE DEPARTMENT**

Indicate the service proposed by placing a check mark beside the appropriate category.

- 1. Alternative Education/GED Program: _____
- 2. Detention Alternative Program: _____
- 3. Family Preservation Program: _____
- 4. Intensive Gang Intervention/Prevention Program: _____
- 5. Life Skills: _____
- 6. Mentor Management Services: _____
- 7. Mentoring Services: _____
- 8. Probation Violation Responses Programs Program: _____
- 9. Substance Abuse Treatment Services: _____
- 10. Vocational Training Program: _____
- 11. Wraparound Services: _____
- 12. Other (New and/or Innovative): _____

ORGANIZATION NAME: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

E-MAIL: _____

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RFP Cover Sheet

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APPENDIX A-1

PROFILE OF AGENCY PERSONNEL/BOARD OF DIRECTORS

NOTE: *The proposal must include all questions. Provide only the documentation requested below. Do not include a narrative or unrequested documents. The content of Appendix A-1 should not exceed 10 pages.*

INCLUDE IN THIS SECTION:

1. A list of the Service Agency's Board of Directors (include address, occupations and ethnicity).
2. A flow chart for program staff.
3. A resume for each current staff member who will be assigned to the proposed program (including but not limited to: fulltime, part time, contract staff, volunteers, and interns, etc.).

APPENDIX A-2

The maximum content for this section: 2 pages.

MANDATORY PERSONNEL PROFILE REPORT

Please complete this report based on the applicant's current personnel roster.

APPLICANT'S NAME: _____

ALL STAFF MEMBERS:

Education Level	Admin. Staff	Direct Care Staff	Contract Staff	Volunteers /Interns	Totals
Ph.D.					
Masters Degree					
Bachelors Degree					
Associates Degree					
High School Diploma/GED					
< High School Diploma/GED					
Totals:					

TREATMENT STAFF:

Type of License:	Regular Staff	Contract Staff	Volunteers/ Interns	Totals
Licensed Marriage Family Therapist:				
Licensed Professional Counselor:				
Licensed Chemical Dependency Counselor:				
Licensed Masters Social Worker:				
Licensed Child Care Administrator:				
Licensed Sex Offend. Treatment Provider:				
Other (specify):				
Other (specify):				
Total:				

ADMINISTRATIVE STAFF (BY ETHNICITY/GENDER)

Gender	Female		Male	
	#	%	#	%
Ethnicity				
African American				
White				
Hispanic				
Other (specify)				
Totals:				

DIRECT CARE STAFF (BY ETHNICITY/GENDER)

Gender	Female		Male	
	#	%	#	%
Ethnicity				
African American				
White				
Hispanic				
Other (specify)				
Other (specify)				
Totals:				

DIRECT CARE STAFF (BY EXPERIENCE):

# Years of Experience	# of Staff Members
20 years or more	
15 years or more	
10 years or more	
5 years or more	
0- 4 years or more	
Total:	

TREATMENT STAFF (BY ETHNICITY/GENDER)

Gender	Female		Male	
	#	%	#	%
African American				
White				
Hispanic				
Other (specify)				
Other (specify)				
Totals:				

APPENDIX A-3

DOCUMENTATION OF EXPERIENCE AND PROGRAM EFFECTIVENESS

Note: The proposal must include all questions.

1. Briefly describe the agency's history serving at-risk youth and the agency's experience and effectiveness in providing the proposed service or similar services. Applicants must be sure to include all pertinent information as programs/projects identified in this section will constitute the agency's experience providing the proposed service or similar services to the target population. ***This narrative should not exceed two (2) pages.***
2. Complete the Experience Documentation Report for each program cited in the response to the above question.

EXPERIENCE DOCUMENTATION REPORT

Complete the Experience Documentation Report for each program cited in the response to Question #1 of this section.

CONTRACTING AGENCY / FUNDING SOURCE	
Agency Name:	
Address:	
City/State/Zip Code:	
Contact Person:	
Phone:	
Fax:	
Email:	
PROGRAM INFORMATION	
Program Name:	
Service Delivery Address:	
City/State/Zip Code:	
Length of Operation:	
Type of Program:	

Enter the following data for the last 12 to 18 months of the program's operation:

Reporting Period: _____ to _____

PROGRAM STATISTICS

Total # of Enrollments	Successful Discharges		Unsuccessful Discharges		Avg. Length of Stay For Successful Discharges (in Days)	Number of Successful Discharges that Recidivated
	#	%	#	%		

BREAKDOWN OF POPULATION SERVED BY REFERRAL SOURCE:

Referral Source	#	%
CPS		
Juvenile Department		
Schools		
Parent/Private		
Texas Youth Commission		
Truancy Court		

BREAKDOWN OF POPULATION SERVED BY ETHNICITY

Ethnicity	#	%	#	%
African American				
White				
Hispanic				
Other (specify)				
Other (specify)				
Totals:				

BREAKDOWN OF POPULATION SERVED BY GENDER

Percentage (%) Females:	
Percentage (%) Males:	

AVERAGE AGE AND GRADE OF POPULATION SERVED:

Average Age of Youth Served:	
Average Grade of Youth Served:	

GOALS, OBJECTIVES AND PERFORMANCE OUTCOMES:

GOAL:	
OBJECTIVES:	

#	Performance Measures	Performance Outcomes
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

APPENDIX A-4

Letters of Reference

***Note: The proposal must include all questions. Letter should not exceed one (1) page each.
The content of Appendix A-4 should not exceed 5 pages.***

Include the following letters in this section:

- a. A maximum of two (2), Letters of Good Standing from current funding sources for similar programs;
- b. A maximum of one (1), Letter of Reference from previous funding sources for similar programs;
- c. If applicable, a maximum of two (2) Letters of Collaboration from entities identified as major partners in the proposed project.

APPENDIX B

PROGRAM DESCRIPTION AND DESIGN

Provide a brief, but detailed response to each of the following questions. *Note: All questions must be included in the proposal. The content of Appendix B should not exceed 10 pages.*

A. Program Description

1. Give a brief overview of the proposed program/service.

B. Referral Criteria

1. List characteristics of appropriate referrals to the proposed program.
2. List characteristics for inappropriate referrals to the proposed program.
3. Is there a minimum IQ preference?
4. Is there a minimum reading level preference?
5. What is the targeted gender to be served by the proposed program?
6. What is the targeted age range to be served by the proposed program?
7. Is a psychological examination required before acceptance for program services? If yes, how current must the exam be?
8. Are pre-acceptance interviews required on referrals for program services?

C. Intake/Enrollment/Assessment Process

1. Give a description of the intake/enrollment process including but not limited to: When and where will it occur? How long will it take? Who are the required participants? What will the process entail?
2. Describe the tool which will be utilized to assess the needs of youth/families referred for services.

D. Discharge Criteria

1. What is the program's recommended length of stay?
2. List the criteria for successful discharges?
3. List the criteria for unsuccessful discharges?

E. Hours of Operation

1. What are the local agency office hours?

2. What is the weekly schedule for programming/service delivery?
3. If the program requires flexible scheduling, describe the minimum service hours with each client and the criteria that will be used to determine the schedule?
4. Will the service delivery schedule change during summer months? If yes, how?
5. List the holidays for which the operation will close in observance of.

F. Program Capacity

1. What is the maximum number of cases that the program will be able to serve each day?

G. Location of Service Delivery

1. Give the street address of the location where services will be delivered.
2. Give a physical description of the service delivery location.
3. What geographical areas will the program serve? Utilize Table A, page 17 to identify the specific quadrant to be served.

H. Transportation

1. Is transportation provided to clients? If yes, by what means?
2. If transportation is provided only on an as needed basis, explain what criteria are used to determine need.
3. Is your facility accessible by mass transit? If yes, what is its distance from facility?

I. Meals / Snacks

1. Describe meals and snacks to be served to program participants.
2. Is food prepared on-site?

J. Community Linkage

1. Describe the program's process for community linkage
2. At what point during the youth's placement in the proposed program will he/she be introduced to the community link?
3. Describe the method of follow-up to determine the success of the link.
4. List the criteria which constitute a successful community link.
5. Identify agencies, programs, organizations and individuals to be utilized as community links and describe how each will be utilized to support the ongoing success of program participants.

K. Program Staffing

1. What is the staff/client ratio for programming/services?
2. List each position required for the proposed program/service and describe in detail the minimum experience, education, and training required for each respective position.
3. Identify the behavior management/restraint model to be utilized for the proposed program.
4. Does the agency employ a certified trainer for the behavior management/restraint model to be utilized?
5. How many hours of behavior management/restraint training will staff receive each year?
6. Describe the agency's plan for ensuring that all program staff members are certified in standard first aid and CPR.
7. Describe the agency's plan for ensuring that all program staff members receive cultural competency/sensitivity training according to contract requirements.
8. Describe the agency's plan for ensuring that all program staff members receive the required 40 hours of in service or continuing education training hours, annually.
9. How many bilingual staff-members does the agency currently have for the proposed program/service?
10. List the languages spoken by those bilingual staff.
11. At the end of this section (Appendix B), include the job description for all positions related to the proposed program/service, including, but not limited to: administrators, clerical, professional, frontline/childcare workers, advocates, case workers, drivers, clinicians, etc.

APPENDIX B-1

PROGRAM OUTLINE

Using the format provided below, identify up to six (6) of the most important program components that will help the program achieve the measurable outcomes. Give a brief description of the component, the objective of the component and the frequency that the component will be offered to program participants each week. ***The maximum content for Appendix B-1 is three (3) pages.***

A. Name of Program Component:

Frequency Each Week:

Component Objective:

Component Activities/Topics:

Required Participants:

B. Name of Program Component:

Frequency Each Week:

Component Objective:

Component Activities/Topics:

Required Participants:

C. Name of Program Component:

Frequency Each Week:

Component Objective:

Component Activities/Topics:

Required Participants:

D. Name of Program Component:

Frequency Each Week:

Component Objective:

Component Activities/Topics:

Required Participants:

E. Program Component:
Frequency Each Week:
Component Objective:
Component Activities/Topics
Required Participants:

F. Program Component:
Frequency Each Week:
Component Objective:
Component Activities/Topics
Required Participants:

APPENDIX B - 2

GOALS, OBJECTIVES, STRATEGIES, PERFORMANCE MEASURES & OUTCOME MEASURES

Using the format provided below, identify the primary goal of the proposed program/service. Give up to five (5) objectives, strategies, performance measures and outcomes specific to the proposed program/service. *The proposal must include all questions. The maximum content for Appendix B-2 is two (2) pages.*

Note: If an evidenced-based program model is proposed, the goals, objectives, performance measures and evaluation process must be consistent with that of the proposed model.

Overall Program Goal:

Objective #1 :
Strategy:
Performance Measure:
Outcome Measures:

Objective #2:
Strategy:
Performance Measure:
Outcome Measure:

Objective #3:
Strategy:
Performance Measure:
Outcome Measure:

Objective #4:
Strategy:
Performance Measure:
Outcome Measure:

Objective #5:
Strategy:
Performance Measure:
Outcome Measure:

APPENDIX B - 3

METHODOLOGY

Complete the following questionnaire. **Note: The proposal must include all questions. The maximum content for Appendix B-3 is two (2) pages.**

1. Explain why you chose the program model and how it can be effective toward the target population.
2. Is the chosen model a researched-based, nationally recognized, best practice model?
If yes, please provide the name of the model, web address and other contact information.
3. If applicable, discuss the process for obtaining the license/certification required to implement the program model.
4. How will the model be implemented with fidelity?
5. What are the training requirements for staff to ensure that the program is implemented with fidelity?
6. Where else is this model being implemented nationally and within the state of Texas?
7. Describe the evaluation process by which the program's effectiveness and efficiency will be measured.
8. Describe the process to be used to obtain and track implementation/performance data.
9. What is the collection schedule for each type of implementation and performance data?

APPENDIX C

PROPOSED RATE STRUCTURE

The maximum content for this section: 1 page.

Applicant:

Service Category:

Proposed Rate Structure:

Executive Director or Board Designee

Date

APPENDIX C-1

DESCRIPTION OF FINANCIAL STABILITY

The maximum content for this section: 2 pages.

1. Describe the agency's financial stability.
2. Identify the agency's current sources of revenue.
3. Is the Service Agency or the person/entity that owns the Service Agency currently insolvent or in an active bankruptcy case? If yes, please explain, listing the related bankruptcy case number(s).
4. Has the Service Agency or the person/entity that owns the Service Agency filed bankruptcy in the last 10 years? If yes, please explain, listing the related bankruptcy case number(s).

APPENDIX C-2

AGENCY OPERATION BUDGETS

Provide a copy of the agency's operation budget for the current year and the previous year in this section.
The maximum content for this section: 10 pages.

APPENDIX C- 3

THIRD PARTY BILLING

Provide a brief, but detailed response to the questions listed below. **Note: The proposal must include all questions. The maximum content for this section: 1 page.**

1. Give a detailed plan of how you will pursue reimbursement from third-party funding sources prior to billing Dallas County for services rendered.
2. List the entities to be utilized for third party billing practices.
3. Include copy of the applicant's credentials and/or letters or agreements, which authorize the applicant to bill the respective entities for services.

APPENDIX D

The maximum content for this section: 1 page.

TEXAS SECRETARY OF STATE CERTIFICATE OF STATUS

"Pursuant to Sec. 9.001 of the Texas Business Organization Code, non-Texas entities, including, but not limited to corporations, limited partnerships, and limited liability companies must have an application for registration filed with the Texas Secretary of State and shall provide to Dallas County a Certificate of Status issued by the Texas Secretary of State that serves as official evidence of the entity's existence or authority to transact business in Texas.

To transact business with Dallas County, all entities must be in legal compliance pursuant to applicable laws, and shall provide to Dallas County evidence of said compliance.

Texas Secretary of State Filing Number: _____

Jurisdiction: _____

Formation Date: _____

Signature

Title

Note: A Certificate of Status issued by the Texas Secretary of State that serves as official evidence of the entity's existence or authority to transact business in Texas will be required prior to contract execution.

APPENDIX E

Maximum content for this section: 1 page.

**AFFIDAVIT OF ELIGIBILITY
CERTIFICATION STATEMENT for FY2015**

Under Section 231.006, of the Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant, loan, or payment because of delinquent child support obligations. The Contractor understands that it is the Contractor's responsibility to verify whether the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25% is a child support obligor who is more than 30 days delinquent on child support payments ordered by a Texas Court under Title 5 of the Texas Family Code.

Under Chapter 171, of the Tax Code, the Contractor certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax.

The Contractor also certifies that it is not ineligible to receive state funds as payment for services rendered under the Contract with Dallas County due to other delinquent obligations including, but not limited to student loans, and grants owed.

The Contractor acknowledges that the Contract may be terminated and payment may be withheld if this certificate is inaccurate.

SIGNED this _____ day of _____, 20_____.

Name of Contractor

Signature Authorized Representative

Printed Name

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 20_____.

Notary Public

Notary's Printed Name

My Commission Expires: _____

APPENDIX F

The maximum content for this section: 7 pages.



DALLAS COUNTY M/WBE SPECIFICATIONS

**Patrece Richardson, Minority Business Officer
Minority & Women Business Enterprises**

FORM W-9 DOCUMENTATION

**Request for Taxpayer
Identification Number and Certification**

MINORITY/WOMAN BUSINESS SPECIFICATIONS

For Bids/RFPs

I. **POLICY STATEMENT** Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of Dallas County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

II. **REQUIREMENT OF ALL BIDDERS/PROPOSERS:** Each firm responding to this solicitation shall be required to submit with their bid/proposal information regarding minority/women business participation in this project. This would include:

Check upon completion (forms attached):

- 1. Compliance with Dallas County's Good Faith Effort Policy
- 2. MBE/WBE Participation Report Form
- 3. A Letter of Assurance A or Letter of Assurance B
- 4. MBE/WBE Identification
- 5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).
- 6. Dallas County M/WBE Payment Report.

Note

In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women-owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Purchasing Department within five (5) working days after bids are opened. Once work commences, the awarded vendor (prime contractor) must submit an M/WBE subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.

2. MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER _____

PROJECT TITLE _____

Total Amount of Your Bid/Proposal \$ _____
 (The amount above should equal the total amount as shown on the bid sheet)

List each MBE/WBE business that you plan to use on this initiative. Deletion of firms must be approved by Dallas County prior to finalization.

Name of MBE/WBE	NCTRCA* Certification #	Phone #	S / M**	Description of Work	Amount	%
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

*North Central Texas Regional Certification Agency - **S = Sub (contractor/consultant) **M= Material Supplier

No MBE/WBE's Added Please Explain: _____

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.

NAME OF YOUR BUSINESS: _____ ADDRESS: _____ PHONE# _____
 _____ () _____

Printed Name Of Preparer _____ Signature _____ Title _____ Date _____

3. LETTERS OF ASSURANCE

Letter Of Assurance "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted MWBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County's Minority and Woman-Owned Business Involvement Policy in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

Name of Company	Signature	Title (Officer of firm)	Date
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(Complete this section only if you're planning to use the services of an NCTRCA certified vendor)

or

Letter Of Assurance "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract.

with our own work forces, and submit information sufficient to demonstrate that it is your normal business practice to do so.

or

without the services of MWBE subcontractors/subconsultants. The undersigned further submits GFE documented attempt(s).

Name of Company	Signature	Title (Officer of firm)	Date
-----------------	-----------	-------------------------	------

(Complete this section only if you're not planning to use the services of an NCTRCA certified vendor)

NOTE: Each bidder/proposer will be required to sign one of the above letters of assurance which should be returned with proposal.

=====

4. PRIME CONTRACTOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:

is, is not a minority-owned business, NCTRCA* # _____

Woman Business Enterprise (WBE) - The bidder/proposer represents that it:

is, is not a woman-owned business, NCTRCA* # _____

*NCTRCA = North Central Texas Regional Certification Agency

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

NAME OF FIRM:

5. Section D: EMPLOYMENT DATA

Employment at this establishment: Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Number of Employees (Report employees in only one category)

Job Categories	Race/Ethnicity															TOTAL COL. A-N
	Hispanic or Latino		Not-Hispanic or Latino							Female						
			Male													
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior Level officials and Managers	1.1															
First/Mid-Level Officials and Managers	1.2															
Professionals	2															
Technicians	3															
Sales Workers	4															
Administrative Support Workers	5															
Craft Workers	6															
Operatives	7															
Laborers and Helpers	8															
Service Workers	9															
TOTAL	10															
PREVIOUS YEAR TOTAL	11															

1. Date(s) of payroll period used: _____ (Omit on the Consolidated Report)

Section E-ESTABLISHMENT INFORMATION (Omit on the Consolidated Report) What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F-REMARKS-Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information

Section G- CERTIFICATION

- Check One
- 1 All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only)
 - 2 This report is accurate and was prepared in accordance with the instructions

Name of Certifying Official	Title	Signature	Date
Name of person to contact regarding this report	Title	Address (Number and Street)	
City and State	Zip Code	Telephone No. (including area code and extension)	Email address

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

Description of Race and Ethnic Identification and Job Categories are found @ <http://www.eeoc.gov/employers/eeo1survey/2007/instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

6. DALLAS COUNTY MBE/WBE PAYMENT REPORT

Project Number
 Project Title
 Invoice #
 Work Order Date
 Job #

Prime/General Contractor:

List each MBE/WBE business that you plan to use on this initiative. Deletion of firms must be approved by Dallas County prior to finalization.

Name of MBE/WBE	Planned Amount	Planned %	Amount of invoice	Amt Paid to Date	% to Date
					
					
					
					

Note:
 This form must be completed and submitted with each payment request.
 Any (significant) deviation from planned should include attached explanation

The information listed above is certified to be correct:

Reviewed by:

Printed Name of Officer/Director
 Signature of Officer/Director
 Date
 Dallas County Project Manager
 Date

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____ <input type="checkbox"/> Other (see instructions) _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Employer identification number												
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> </tr> </table>												

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number												
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> <td style="width: 12.5%; border: 1px solid black;"> </td> </tr> </table>												

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ^{ca}	Date ^{ca}
------------------	--	--------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to

the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

APPENDIX G



VOLUNTARY MORATORIUM ON CAMPAIGN CONTRIBUTIONS

In accordance with Dallas County's Transparency Policy, parties interested in responding to this RFP/RFQ are encouraged to sign this statement indicating your willingness to temporarily refrain from making any donation to any Dallas County elected official or candidate for office whose office (or potential office) has any involvement in the selection process for the associated contract during the pendency of the RFP/RFQ through thirty (30) days after the contract is awarded.

We hereby agree as stated;

Firm Name: _____

Signature and Title of Individual Authorized to Bind Company:

_____ Title: _____

Print Name: _____

Date: _____

APPENDIX H



DALLAS COUNTY

INSURANCE REQUIREMENT AFFIDAVIT

THIS FORM IS NOT A SUBSTITUTE FOR THE REQUIRED POLICY AND/OR STATE APPROVED CERTIFICATE OF INSURANCE FORM

To Be Completed By Insurance Agent/Broker and Bidder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid document. If the Bidder shown below is awarded this contract by Dallas County, I will be able to, within ten (10) days after contract award and prior to commencement of services, meet all of the insurance requirements in this bid.

Insurance Coverage Reviewed: _____
Agent's Name: _____
Agency Name: _____
Address: _____
City/State/Zip: _____
Telephone No: (____) _____
Fax No: (____) _____
Bidder's Name and Company: _____
Project/Bid No. and Title: _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will have my insurance agent provide this information to Dallas County, meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, Dallas County reserves the right to cancel the contract for non-performance. If you have any questions concerning these requirements, please contact the Dallas County Human Resource / Civil Service's Risk Manager at 214-653-7668.

Insurance Agent/Broker Signature: _____
Date: _____
Bidder's Signature: _____
Date: _____

WAIVER OF WORKERS' COMPENSATION INSURANCE AFFIDAVIT

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority personally appeared
individually and doing business as
who after being by me first duly sworn, deposed and stated as follows:

1. "My name is appearing herein individually and as president
and sole owner of. I am over 21 years of age, of
sound mind, authorized and fully competent to make this affidavit. I have never been convicted of a felony or misdemeanor involving moral
turpitude. I have personal knowledge of the facts and representations stated for the reasons stated herein, and such facts and representations are
true and correct.

2. "My name is. I am president and sole
owner of located at

Dallas County issued Solicitation No. (hereinafter "Bid/RFP"). Bid/RFP provisions required the successful contractor to
maintain

Workers' Compensation Insurance Coverage meeting the requirements and coverage amounts as established by the Texas Workers'
Compensation Act, Title 5, Subtitle A, Texas Labor Code. I do not maintain Workers' Compensation Insurance as required by the proposed bid.

I am ineligible for purchasing Workers' Compensation Insurance as required by the proposed bid in that I do not meet the minimum
requirements to purchase such insurance for the following reasons:

Further affiant sayeth not."

Name

Company

SWORN TO AND SUBSCRIBED TO BEFORE ME, on this day of, 20.

Notary Public in and for the State of Texas

Commission Expires

APPENDIX J

The maximum content for this section: 1 page.

NOTARIZED STATEMENT VALIDATING PROPOSAL CONTENTS

To: Dallas County Purchasing Department
Dallas County Juvenile Department

From: Agency Name: _____

Re: Program Name: _____

Proposers shall not prepare this proposal in collusion with any other proposers and the contents of this Proposal as to prices, terms or conditions may not be communicated by this agency nor by an employee or agent to any other Proposer or to any other persons engaged in this type of business prior to the official proposal due date of Monday, September 15, 2014 @ 2:00 pm. Moreover, the authorized agent or officer signing this proposal is not and has not been, for six months, directly or indirectly concerned in any agreement to control the conditions and/or price of services proposed, or has not influenced any person to propose or not propose thereon.

I have read this Agency's completed response to Request for Proposals No. 2014-XXX-XXXX, soliciting Contracts for Non-Residential Services for Dallas County Juvenile Department and verify the accuracy of all information contained in the proposal response.

Signed: _____
Executive Director

Chairperson of the Board of Directors

Typed Name

Typed Name

NOTARY PUBLIC:

Signature: _____

My commission expires on: _____

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity

<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>Name of person doing business with local governmental entity.</p>	<p>Date Received</p>

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

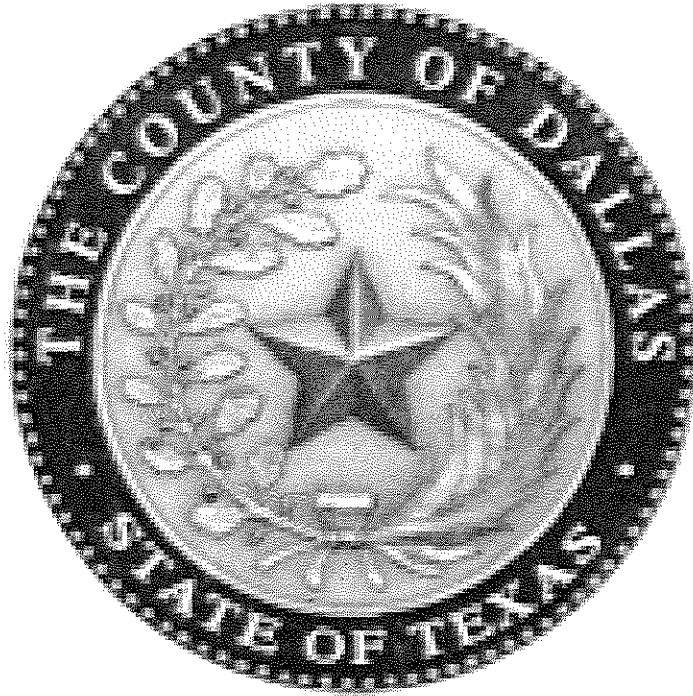
Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ Page 2 For vendor or other person doing business with local governmental entity

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No D. Describe each affiliation or business relationship.

Describe any other affiliation or business relationship that might cause a conflict of interest.

Signature of person doing business with the governmental entity Date



AGENDA ITEM

R.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Embrey Family Foundation Grant to Purchase a Van for the Letot RTC for Girls

Background of Issue:

The Embrey Family Foundation, based in Dallas, was established in 2004 by J. Lindsay Embrey, Jr. (1925-2005), a visionary entrepreneur who shaped the future of his community and his alma mater, Southern Methodist University. Continuing a family tradition of philanthropy and community-building begun by Lindsay Embrey's great-grandfather, Judge J. M. Lindsay, in Gainesville, Texas, the foundation's activities are led by Lindsay Embrey's daughters, Lauren and Gayle Embrey, and the Board of Directors.

While attending a dinner event early this year, Lauren Embrey asked Keith Armwood, Letot Superintendent, what was needed for the upcoming Letot RTC for Girls, and he replied that we need a van to transport residents. Ms. Embrey invited Mr. Armwood to apply to the Foundation for a grant to buy the van, and the application was approved in April. The grant is being awarded to the Letot Capital Foundation, in the amount of \$36,773.73, and the Letot Capital Foundation will turn over the van to Dallas County for use at the current Letot Center and later at the upcoming RTC. Dallas County will only be responsible for maintenance and upkeep of the vehicle. Payment has not been issued yet.

Impact on Operations and Maintenance:

The van will be used to travel to field trips, job interviews, medical appointments, cultural activities, court appointments, and other related trips.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

Legal Information:

There is no legal impact.

Financial Impact/Considerations:

Dallas County will be responsible for maintenance and gas for the van.

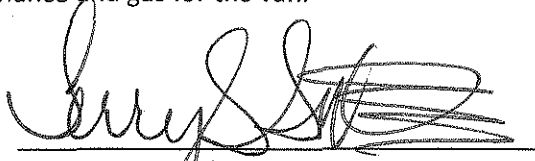
Project Schedule/Implementation:

The van will be purchased shortly after the Letot Capital Foundation receives the check from the Embrey Family Foundation.

Recommendation:

It is recommended that the Juvenile Board grant authority for the Juvenile Department to use Dallas County funds to provide maintenance and gas for the van.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Transforming
Invisible Girls

Letot
CENTER

a project to empower
our young victims

LETOT FOUNDATION
BOARD MEMBERS

CRAIG EVANS
PRESIDENT

CAREN PROTHRO
PRESIDENT EMERITUS

STEVE CRANE
VICE PRESIDENT

ERIC HILL
SECRETARY/TREASURER

LAUREN EMBREY
TRUSTEE

STACY BLANK
TRUSTEE

SARAH LOSINGER
TRUSTEE

LYNN MCBEE
TRUSTEE

BARBARA WATKINS
TRUSTEE

June 10, 2014

To Whom It May Concern:

The Letot Foundation would like to donate \$36,773.73 to Dallas County Juvenile Department/Letot Center for the sole purpose of purchasing a 2014 van. The donation amount includes the purchase price, tax, title, license and all other related fees associated with the Ford 15 passenger van as quoted by Bradley Moran at Park Cities Ford Lincoln.

The Van will be titled to the appropriate county agency and the Letot Foundation will not be responsible for either of the following: insurance, any other liability or the maintenance of the van. The Foundation would like for a staff member of Dallas County to be present and assume responsibility of the van on the date of purchase.

The Letot Board loves to support the wonderful work that Dallas County is doing and wish you much success in your efforts.

Respectfully yours,

Craig Evans
President

JUVENILE BOARD ORDER

ORDER NO: 2014-091

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon	Judge William Mazur	Commissioner John Wiley Price
County Judge Clay Jenkins	Ms. Paula Miller	Judge Robert Burns
Judge Craig Smith	Judge Gracie Lewis	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, the Dallas-based Embrey Family Foundation continues the Embrey's family tradition of philanthropy and community-building; and

WHEREAS, the application for \$36,773.73 was approved in April of this year; and

WHEREAS, the grant for a van for use at Letot RTC is being awarded to the Letot Capital Foundation; and

WHEREAS, the Letot Capital Foundation will turn over the van to Dallas County for use at the current Letot Center and later at the upcoming RTC; and

WHEREAS, Dallas County will be responsible for maintenance and upkeep of the vehicle.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board grant authority for the Juvenile Department to use Dallas County funds to provide maintenance and upkeep of the van.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.


The forgoing Juvenile Board Order was lawfully moved by Ms. Paula Miller and seconded by Judge Gracie Lewis, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:

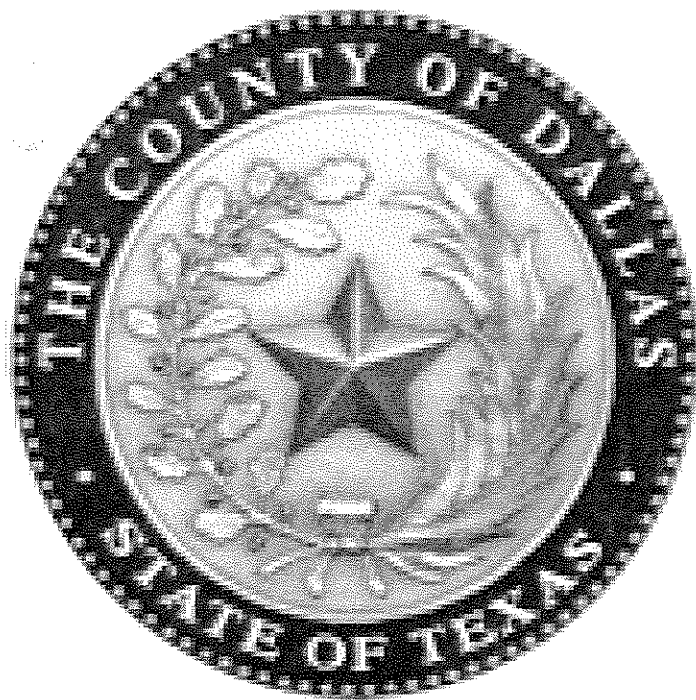


Dr. Terry S. Smith, Director
Dallas County Juvenile Department

Approved by:



Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



AGENDA ITEM

S.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

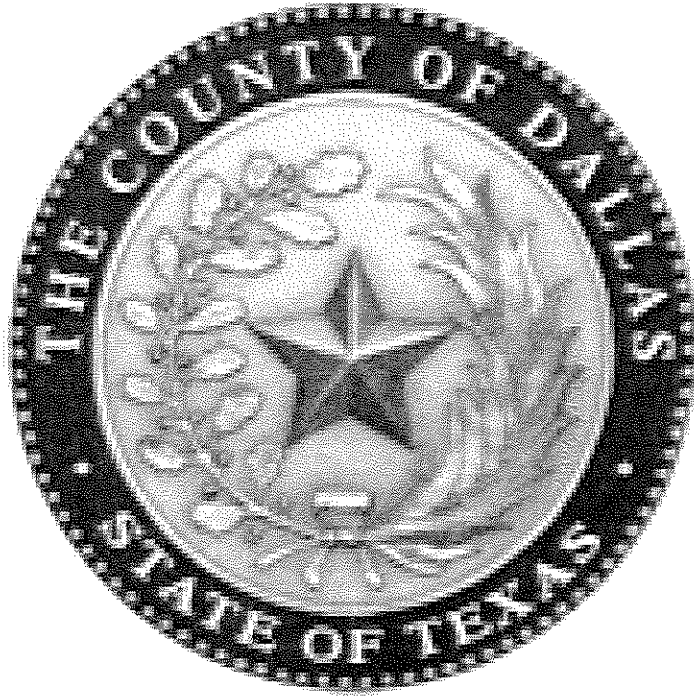
Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Any subsequent action deemed necessary as a result of Executive Session

Background

Any subsequent action deemed necessary as a result of IX – Governmental liability concerning community service.



AGENDA ITEM

T.

**ACADEMY FOR ACADEMIC EXCELLENCE
PROGRAM REPORT
JULY 2014**

DISTRICT UPDATE

The last day of school for students enrolled at the Academy for Academic Excellence was June 6th, 2014 for all campuses. The end of year routine cleaning and organization took place at all campuses to prepare for the students return in August.

Training

The months of June and July provided many staff with the opportunity to attend various staff development and conference trainings:

Mr. Eugene Young provided 4-part training to the District's leadership team: "Keys to Success for the Principals: Crucial Conversations." The topics were as follows:

- Session I- Greatest Challenges Facing Principals/ Solving the Accountability Question
- Session II-The Urban Principalship / Instructional Leadership
- Session III-The Speed of Trust/People Skills
- Session IV-Refocusing our Direction

June 16th-17th Network Charter School Summer Summit

Three District staff attended the Network Charter School Summit in Austin, Texas. By attending staff were provided strategies for creating conditions in the District whereby the student's commitment and engagement become the central focus. The conference also focused on transforming operating and social systems in order to meet the global needs of the digital generation. This summit also helped staff to determine what students need to be successful and guide them on the development and implementation of standards that build strong content knowledge while valuing multiple modes of learning.

Three staff attended the International Society of Technology Education Conference in Atlanta, Georgia from June 22 through June 26th. This conference focused on comprehensive educational technology in the classrooms and discussed sharing and learning opportunities while overcoming challenges our students face.

July 14-16 (Texas Association School Business Officials/TASBO PEIMS Summer Training)

Ms. Olivia Landin, PEIMS Coordinator, attended the TASBO PEIMS Summer Training. One and a half day of information on various PEIMS topics which included audit queries, accountability, cohort and leavers, and upcoming PEIMS changes?

School First Rating

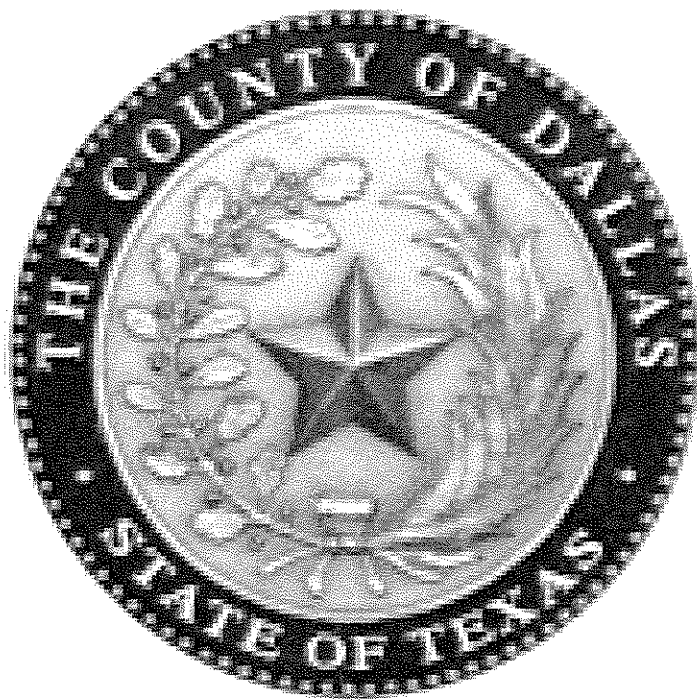
The Academy for Academic Excellence scored 59 (passing score 50), which is Above Standard Achievement. We want to take this opportunity to again thank our colleagues at the Auditor's Office. We truly appreciate the guidance and support of Ms. Virginia Porter and Mr. Wesson Stefanos. Mr. Philip Varghese, Mr. Steven Bonds and Ms. Sana Rafique have been invaluable assets and much of what we have been able to rectify in regards to past inconsistencies is a result of their steadfast pursuit of accountability. We are encouraged we will continue to implement and develop processes which will only strengthen our fiscal state of affairs.

American Society of Criminology Annual Conference

It is with great pleasure we announce our roundtable discussion "Dallas County Diversion Programs/Courts-Putting Youth First" has been accepted for presentation at the 70th Annual Meeting of the American Society of

Criminology (ASC) November 19-22, 2014 in San Francisco, California. We are extremely fortunate to have so many stakeholders who support the vision of our leader, Dr. Terry Smith. Under her leadership this Department is quickly becoming the blueprint for excellence regarding juvenile justice issues such as diversionary practices.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*



AGENDA ITEM

U.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Academy for Academic Excellence School Board
From: Dr. Terry S. Smith, Director
Subject: Dallas County Schools Interlocal Transportation Agreement for AAE

Background of Issue:

Dallas County Schools has been providing transportation services for the Academy for Academic Excellence—Substance Abuse unit since 2005-2006 via an Interlocal Agreement. The Texas Education Agency's (TEA) application of transportation policy requires a formal agreement with Dallas County Schools for transportation. As such, the Interlocal Agreement to Provide Student Transportation between Dallas County Schools and the Academy for Academic Excellence School Board requires approval by the Academy for Academic Excellence School Board. Thus, the purpose of this briefing is to request Board approval of the Interlocal Agreement with Dallas County Schools.

Impact on Operations and Maintenance:

Dallas County Schools (DCS) provides transportation for the Substance Abuse Unit's Day Treatment Program. The Texas Education Agency policy requires that the Charter School request reimbursement directly from TEA and then compensate DCS for the cost of transportation. Prior to the 2007-2008 year, the Charter School would pay the difference between the amount that was reimbursed by TEA and the actual costs for transportation. Initially, the difference ranged from \$32,760 in 2007-2008 to an initial estimate of \$30,582 in 2008-2009. The 2011-2012 total annual cost of transportation for the Day Treatment Program was \$197,904. The TEA reimbursement was \$145,575; thereby leaving residual costs of \$52,329, which Dallas County Schools subsequently waived. The reimbursement amount for the 2012-2013 school year was in the amount of \$120,378. The 2013-2014 transportation cost is being calculated by Dallas County Schools and we anticipate an invoice by July 31, 2014.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

Legal Information:

The Interlocal Agreement has been approved to form by Assistant District Attorney Denika Caruthers.

Financial Impact/Considerations:

The projected cost and revenue associated with transportation for the Day Treatment Program was included in the Charter School's annual Budget approved by the Academy for Academic Excellence School Board with the

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

214-698-2200 Office

214-698-5508 Fax

expectation that the Charter School would receive reimbursement from TEA. It is noted that the amount approved by TEA is the amount that is invoiced by Dallas County Schools. The anticipated amount for the 2014-2015 academic years has yet to be determined. Typically, the invoice is received at the conclusion of the academic year after the service has been provided. Thus, this is identified in the budget as an expense with associated revenue to offset the expense.

Performance Impact Measures:

There is no direct fiscal impact related to the approval of the 2014-2015 Interlocal Transportation Agreement with Dallas County Schools.


Project Schedule/Implementation:

The school year begins August 21, 2014 and ends June 4, 2015.

Recommendation:

It is recommended that the Academy for Academic Excellence School Board approve the Interlocal Agreement to provide student transportation with Dallas County Schools.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2014-092

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon

Judge William Mazur

Commissioner John Wiley Price

County Judge Clay Jenkins

Ms. Paula Miller

Judge Robert Burns

Judge Gracie Lewis

Judge Craig Smith

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, Dallas County Schools has been providing transportation services for the Academy for Academic Excellence—Substance Abuse unit since 2005-2006 via an Interlocal Agreement. The Texas Education Agency’s (TEA) application of transportation policy requires a formal agreement with Dallas County Schools for transportation. As such, the Interlocal Agreement to Provide Student Transportation between Dallas County Schools and the Academy for Academic Excellence School Board requires approval by the Academy for Academic Excellence School Board. Thus, the purpose of this briefing is to request Board approval of the Interlocal Agreement with Dallas County Schools; and

WHEREAS, Dallas County Schools (DCS) provides transportation for the Substance Abuse Unit’s Day Treatment Program. The Texas Education Agency policy requires that the Charter School request reimbursement directly from TEA and then compensate DCS for the cost of transportation. Prior to the 2007-2008 year, the Charter School would pay the difference between the amount that was reimbursed by TEA and the actual costs for transportation. Initially, the difference ranged from \$32,760 in 2007-2008 to an initial estimate of \$30,582 in 2008-2009. The 2011-2012 total annual cost of transportation for the Day Treatment Program was \$197,904. The TEA reimbursement was \$145,575; thereby leaving residual costs of \$52,329, which Dallas County Schools subsequently waived. The reimbursement amount for the 2012-2013 school year was in the amount of \$120,378 and the 2013-2014 transportation cost is being calculated by Dallas County Schools and we anticipate an invoice by July 31, 2014; and

WHEREAS, this request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence School Board approve the Interlocal Agreement to provide student transportation with Dallas County Schools.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

The forgoing Juvenile Board Order was lawfully moved by Commissioner John Wiley Price and seconded by Judge William Mazur, and duly adopted by the Juvenile Board on a vote of 8 for the motion and 0 opposed.

Recommended by:

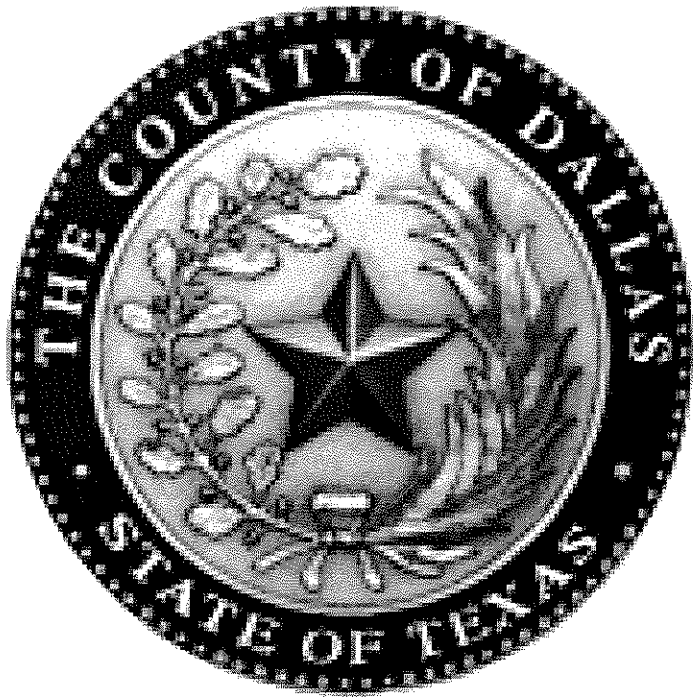
Approved by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department



Judge Cheryl Lee Shannon, President
Academy for Academic Excellence



AGENDA ITEM

V.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

Dr. Terry S. Smith
Director Juvenile Services
Chief Juvenile Probation Officer

Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5 Dallas, Texas 75212

MEMORANDUM

Date: July 28, 2014
To: Academy for Academic Excellence School Board
From: Dr. Terry S. Smith, Director
Subject: Application for Federal Title Funds for the Academy for Academic Excellence

Background of Issue:

As an Open-enrollment Charter School, the Academy for Academic Excellence is eligible to receive federal funds authorized by the Elementary and Secondary Education Act (ESEA), Public Law 107-110, specifically: Title I, Part A; Title I, Part D; Title II, Part A; and Title III, Part A. This legislation, which was passed in 2001, referred to as the "No Child Left Behind" (NCLB) legislation, amends the federal education programs established under the ESEA in 1965. The Academy for Academic Excellence is also eligible to receive federal monies related to the Individuals with Disabilities Education Act Formula Funds.

The purpose of Title I, Part A is to enable schools to provide opportunities for children served to acquire the knowledge and skills contained in the state content standards and to meet the state student performance standards developed for all children. Title I, Part A provides supplemental resources to Local Education Agencies (LEA) to help schools with high concentrations of students from low-income families provide a high quality education, which will enable all children to meet the state student performance standards. It is noted that Charter schools are considered to be a Local Education Agency.

The purpose of Title I, Part D is to enable schools to provide opportunities for children from low-income families made available through Title I, Part A. This funding is only available to children in the juvenile justice system that have been placed, and subsequently released, from a residential setting within the school district. The funding is based on the census of the residential programs each October.

The purpose of Title II, Part A is to provide teacher and principal training and recruitment. The NCLB legislation combined the former Title II Eisenhower Professional Development Program and The Class-Size Reduction program into this Title program.

The purpose of Title III, Part A is to support services to students designated as Limited English Proficient (LEP). The award is based upon the actual number of LEP students in the prior school year.

The purpose of IDEA-B is to ensure that all students with disabilities have available a free, appropriate public education (FAPE) that includes special education and related services to meet their unique needs, ensure that the rights of students with disabilities and of their parents are protected, assist states and localities to provide for the education of all students with disabilities, and to assess and ensure the effectiveness of efforts to educate those students. As such, IDEA-B Formula funds may only be expended to meet the unique educational needs of an eligible child to enable that child to receive specially designed instruction towards IEP objectives.

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*

214-698-2200 Office

214-698-5508 Fax

The purpose of this briefing is to request authorization to apply for the above listed federal entitlement grants for which the Academy for Academic Excellence Charter School is eligible, accept funds when granted, and utilize the federal money to fund payroll and operations costs.

Impact on Operations and Maintenance:

The Texas Education Agency (TEA) has again combined the applications for all of the Title programs listed above, into one application (2014-2015 NCLB Consolidated Federal Grant Application) for the 2014-2015 academic year with the exception of IDEA-B, which is a separate application. The deadline for submitting the application is September 8, 2014 for Charter Schools. IDEA-B funds are to be requested through TEA's 2014-2015 Special Education Consolidated Grant Application which is due by August 28, 2014.

Staff recommends that the Title I, Part D Subpart 2 and IDEA-B funds be utilized for the direct educational expenses of the charter school. The remainder of the funds, Title I, Part A; Title II, Part A; and Title III, Part A LEP are recommended to be utilized in a Shared Services Arrangement (SSA) with the Region 10 Educational Services Center (ESC). Specifically, Title I, Part A will be utilized for the operations of the Charter School as it relates to providing educational opportunities for students who experience difficulties in mastering the state academic achievement standards.

Title II, Part A SSA with Region 10 ESC will provide for the provision of access to training and recruitment for highly qualified teachers. Due to the low amount of the Title III award, we are required to enter into an SSA for those funds. Title III SSA with Region 10 ESC will provide assistance with program implementation and supplemental services to children who are Limited English Proficient. In general, we have participated with the ESC for the past several years and found the arrangement to be beneficial. The staff at the Charter school is able to utilize the numerous professional development programs offered through the ESC.

Staff recommends the IDEA-B Formula Funds be utilized for the educational expenses associated with the special education programming in the charter school, including assessment instruments, computer software and professional development associated with providing quality services for special populations, as well as allocation for supplemental special education services and staff. Ultimately, the funding allocation is designed to improve the overall provision of services to students who qualify for special education programming.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

Legal Information:

As with any funding related to Federal sources, the Dallas County Academy for Academic Excellence Charter School Board through the Dallas County Juvenile Department will be responsible for ensuring that all accounting guidelines related to allowable costs are followed for these programs. The Charter School has an existing Shared Services Arrangements that will be continued.

Financial Impact/Considerations:

Based on the data provided by Texas Education Agency Dallas County 2013 maximum entitlements the Preliminary Planning Amounts for the fiscal year 2014:

	FY13 Maximum Entitlements	FY14 Original Anticipated	Difference
Title I, Part A	\$486,654	\$402,733	(\$83,921)
Title I, Part D, Subpart 2	\$1,098,871	\$620,277	(\$478,594)
Title II, Part A	\$55,550	\$28,708	(\$26,842)
Title III, Part A	\$9,843	\$4,008	(\$5,835)
IDEA-B	\$152,388	\$58,102	(\$94,286)
Total	\$1,803,306	\$1,113,828	(\$689,478)

These figures represent a decrease of \$689,478 less than the entitlements from the original FY14 budget.

Performance Impact Measures:

There will be no direct impact on performance measures by the application for federal Title Program funding.

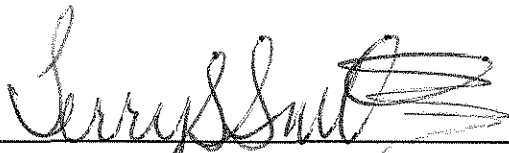
Project Schedule/Implementation:

The deadline for submitting the NCLB Consolidated Application is September 8, 2014 for Charter Schools. The Special Education Consolidated Grant Application is due by August 28, 2014. The eGrants applications for both will be submitted to the Texas Education Agency prior to the application deadline dates.

Recommendation:

It is recommended that the Academy for Academic Excellence School Board grant authorization for the Academy for Academic Excellence to submit the applications for: Title I, Part A; Title I, Part D; Title II, Part A; Title III, Part A; and IDEA-B Formula funds for 2014-2015 to the Texas Education Agency and to authorize Judge Cheryl Lee-Shannon, as President of the School Board, to sign any related documents, if needed. It is further recommended that the Academy for Academic Excellence School Board grant permission for the Academy for Academic Excellence School to accept and utilize the federal funds for the 2014-15 school year.

Recommended by:



 Dr. Terry S. Smith, Director
 Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2014-093

DATE: July 28, 2014

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of July, 2014, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Judge Cheryl Lee Shannon	Judge William Mazur	Commissioner John Wiley Price
County Judge Clay Jenkins	Ms. Paula Miller	Judge Robert Burns
Judge Gracie Lewis	Judge Craig Smith	

Where, among other matters, came up for consideration and adoption the following Juvenile Board Order:

WHEREAS, as an Open-enrollment Charter School, the Academy for Academic Excellence is eligible to receive federal funds authorized by the Elementary and Secondary Education Act (ESEA), Public Law 107-110, specifically: Title I, Part A; Title I, Part D; Title II, Part A; and Title III, Part A. This legislation, which was passed in 2001, referred to as the "No Child Left Behind" (NCLB) legislation, amends the federal education programs established under the ESEA in 1965. The Academy for Academic Excellence is also eligible to receive federal monies related to the Individuals with Disabilities Education Act Formula Funds; and

WHEREAS, the purpose of Title I, Part A is to enable schools to provide opportunities for children served to acquire the knowledge and skills contained in the state content standards and to meet the state student performance standards developed for all children. Title I, Part A provides supplemental resources to Local Education Agencies (LEA) to help schools with high concentrations of students from low-income families provide a high quality education, which will enable all children to meet the state student performance standards. It is noted that Charter schools are considered to be a Local Education Agency; and

WHEREAS, the purpose of Title I, Part D is to enable schools to provide opportunities for children from low-income families made available through Title I, Part A. This funding is only available to children in the juvenile justice system that have been placed in, and subsequently released from, a residential setting within the school district. The funding is based on the census of the residential programs each October; and

WHEREAS, the purpose of Title II, Part A is to provide teacher and principal training and recruitment. The NCLB legislation combined the former Title II Eisenhower Professional Development Program and The Class-Size Reduction program into this Title program; and

WHEREAS, the purpose of Title III, Part A is to support services to students designated as Limited English Proficient (LEP). The award is based upon the actual number of LEP students in the prior school year; and

WHEREAS, the purpose of IDEA-B is to ensure that all students with disabilities have available a free, appropriate public education (FAPE) that includes special education and related services to meet their unique needs, ensure that the rights of students with disabilities and of their parents are protected, assist states and localities to provide for the education of all students with disabilities, and to assess and ensure the effectiveness of efforts to educate those students. As such, IDEA-B Formula funds may only be expended to meet the unique educational needs of an eligible child to enable that child to receive specially designed instruction towards IEP objectives; and

WHEREAS, the purpose of this briefing is to request authorization to apply for the above listed federal entitlement grants for which the Academy for Academic Excellence Charter School is eligible, accept funds when granted; and utilize the federal money to fund payroll and operations costs; and

WHEREAS, the Texas Education Agency (TEA) has again combined the applications for all of the Title programs listed above, into one application (2014-2015 NCLB Consolidated Federal Grant Application) for the 2014-2015 academic year with the exception of IDEA-B, which is a separate application. The deadline for submitting the application is September 8, 2014 for Charter Schools. IDEA-B funds are to be requested through TEA's 2014-2015 Special Education Consolidated Grant Application which is due by August 28, 2014; and

WHEREAS, this request complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared* by expanding disposition alternatives with regard to treatment for youth and families involved in the Juvenile Justice System; and

WHEREAS, as with any funding related to Federal sources, the Dallas County Academy for Academic Excellence Charter School Board through the Dallas County Juvenile Department will be responsible for ensuring that all accounting guidelines related to allowable costs are followed for these programs. The Charter School has an existing Shared Services Arrangements that will be continued; and

WHEREAS, based on the data provided by Texas Education Agency Dallas County 2013 maximum entitlements the Preliminary Planning Amounts for the fiscal year 2014 represent a decrease of \$689,478 less than the entitlements from the original FY14 budget; and

WHEREAS, the deadline for submitting the NCLB Consolidated Application is September 8, 2014 for Charter Schools. The Special Education Consolidated Grant Application is due by August 28, 2014. The eGrants applications for both will be submitted to the Texas Education Agency prior to the application deadline dates.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED it is recommended that the Academy for Academic Excellence School Board grant authorization for the Academy for Academic Excellence to submit the applications for: Title I, Part A; Title I, Part D; Title II, Part A; Title III, Part A; and IDEA-B Formula funds for 2014-2015 to the Texas Education Agency and to authorize Judge Cheryl Lee-Shannon, as President of the School

Board, to sign any related documents, if needed. It is further recommended that the Academy for Academic Excellence School Board grant permission for the Academy for Academic Excellence School to accept and utilize the federal funds for the 2014-15 school year.

DONE IN OPEN BOARD MEETING this 28th day of July, 2014.

The forgoing Juvenile Board Order was lawfully moved by Judge William Mazur and seconded by Ms. Paula Miller, and duly adopted by the Juvenile Board on a vote of 8 or the motion and 0 opposed.

Recommended by:



Dr. Terry S. Smith, Director
Dallas County Juvenile Department

Approved by:



Judge Cheryl Lee Shannon, President
Academy of Academic Excellence